



# Modish Matters

## Liability Release Waiver

**\*\*\* THIS FORM MUST BE ENTIRELY FILLED OUT PRIOR TO ANY PARTICIPATION \*\*\***

**\*\*\* ALL PARENTS/GUARDIAN(S) MUST SUPERVISE PARTICIPANT(S) AT ALL TIMES \*\*\***

Participant (1) First and Last Name: \_\_\_\_\_

Participant (2) First and Last Name: \_\_\_\_\_

Participant (3) First and Last Name: \_\_\_\_\_

Participant (4) First and Last Name: \_\_\_\_\_

Participant (5) First and Last Name: \_\_\_\_\_

Parent/ Guardian(s First and Last Name):

\_\_\_\_\_

Best Contact Number(s): \_\_\_\_\_

Email: \_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1. **ENTIRE AGREEMENT.** The Rental Agreement constitutes the full agreement between Modish Matters and the Guardian/Participant. The use of the Modish Matters unit(s) and equipment that is the subject of this



# Modish Matters

Agreement is in good working order and repair and this is so acknowledged by the participants and/or their guardians.

2. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** Modish Matters MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT UNDER THIS AGREEMENT, ALL OF WHICH IS HEREBY DISCLAIMED AND EXCLUDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE UNIT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF PERSONAL INJURIES WHILE USING THE UNIT.
3. **INDEMNIFICATION; RELEASE OF LIABILITY**
  - a.
  - b.
  - c.
  - d. The Guardian/Participant shall have the full responsibility of the supervision of the participants in the Unit at all times. The Guardian/Participant agrees to indemnify and hold Modish Matters harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages, liabilities, including, but not limited to, reasonable attorney's fees and costs arising by reason of injury, damage, or death to persons property, in connection with or resulting from the use of the leased equipment. Modish Matters and its officers, employees and agents shall not be responsible for any injuries occurred during the use of the Unit. Guardian/Participant further agrees to hold Modish Matters and its officers, employees and agents free and harmless against any injury or claim; the Guardian/Participant shall indemnify and hold harmless Modish Matters and its officers, employees and agents from and against any costs incurred due to claims arising out of or in connection with the use the Units. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, or operation of the equipment. Modish Matters cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. The Guardian/Participant also agrees to indemnify and hold harmless Modish Matters from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.



# Modish Matters

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

#### 4. SUPERVISION AND SAFETY

- a. **The Guardian/Participant agrees to supervise the operation of any participants under their guardianship**, and further agrees that if the unit is damaged due to his/or negligence, or the negligence of those under their guardianship, that he/she will reimburse Modish Matters, for the full price to fix the damage and/or the full replacement value of the unit.
- b. Guardian/Participant acknowledges that they have adequate medical insurance and/or other liability insurance to cover any bodily injury or property damage, which might occur to the participants, themselves, or others during the use of the aforementioned equipment.
- c. Guardian/Participant understands that the activity to be engaged in through the participation of this unit(s) and equipment brings with it both known and unanticipated risks to themselves and others. Those risks include, but are not limited to falling, slipping, crashing and colliding, etc...and could result in injury, illness, emotional distress, death, and/or property damage to themselves and others.

#### 5. RULES AND REGULATIONS

- a. PARENTS/GUARDIAN(S) MUST SUPERVISE PARTICIPANT(S) AT ALL TIMES: Modish Matters, it's owners, staff, employees, and/or any representatives are not responsible for any actions, occurrences, or negligence of any participant(s) during the event.
- b. All riders MUST REMOVE SHOES AND SHARP OBJECTS before playing on the unit.
- c. **Only compatible WEIGHT and AGE GROUPS shall play on the inflatable at the same time!**
- d. To avoid injuries: FLIPS, WRESTLING, OR ROUGH HOUSING ARE NOT ALLOWED!
- e. Under no circumstances are pets allowed on the inflatables.
- f. **ABSOLUTELY NO SILLY STRING, GUM, CANDY, FOOD, STICKY SUBSTANCES, SAND, ANIMALS, CIGARETTES, FIREWORKS, BBQ, OR ANY OTHER FLAMMABLE SUBSTANCES are ALLOWED ANYWHERE NEAR THE UNIT!** They do irreparable damage to the unit and you will be charged a **minimum fine of \$500.00** or REPLACEMENT COST of the unit.
- g. During WINDS at or exceeding 15 MPH or above, all riders must exit the unit so the unit can be deflated so that no injury to the riders or damage to the unit will occur! Lessee agrees that they are taking full responsibility for these circumstances.



# Modish Matters

**6. REPRESENTATIONS AND WARRANTIES BY GUARDIAN/PARTICIPANT.**

Guardian/Participant represents and warrants:

- a. That he/she has fully read this Agreement and that he/she has been instructed on rules and regulations and fully understands the safe operation of the Unit.
- b. Lessee shall observe all safety precautions contained herein, including, but not limited to, constant supervision of their participants.
- c. That he/she is responsible for any and all injuries or damages that may occur.
- d. That he/she has followed the instructions under Sections 3,4,5,6.
- e. That he/she is participating in a unit that is in good working order and condition.

By signing my name in this contract, being the guardian, contact person, lessee representative, or other individual assuming the role of lessee, acknowledge that I have completely read and understand this contract and any and all accompanying addendums(s). I have been fully instructed by Modish Matters personnel as a trained operator for this aforementioned equipment and have had all of my questions answered to my satisfaction. I understand that I am solely responsible for adhering to the terms set forth by this rental contract agreement and any and all accompanied addendum(s). I acknowledge that my signature may additionally be used to authorize credit card processing including any additional fees that need to be charged.

**Guardian(s)/Participant Approval:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_