

AGREEMENT



1. This soft play equipment has been received in good condition and will be returned in the same condition.
2. Customer agrees to allow The Jungle Playground LLC the right to enter premises of customer at any time to repossess said soft play equipment.
3. Customer agrees to reimburse The Jungle Playground LLC for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by The Jungle Playground LLC to enforce collection or to preserve or enforce rights under this contract.
4. Customer agrees not to loan, sublet or otherwise depose of soft play equipment or use it at any other location.
5. Customer agrees to pay in full the replacement cost, including labor, for all damages to soft play equipment.
6. If the soft play equipment is lost, stolen, or damaged beyond repair, the renter agrees to pay up to \$5000.00 (Five thousand dollars and 0 cents).
7. Customer agrees to keep equipment within the soft play area. The damage deposit of \$50 will not be returned if the playground has been scattered around the venue, or food, drinks, or pets have damaged the equipment. There will be photographs of before and after set-ups for reference for any disputes. Missing items will be billed at full replacement costs unless returned within a reasonable time. Prices vary on items and quantity missing
8. Customer agrees to ensure that all users (and users' guardians) read all rules.
9. **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED.** The person/s or organization renting this Soft Play Equipment from The Jungle Playground LLC will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the soft play equipment and will pay for any loss or damages that may occur.
10. Lessee understands and acknowledges that soft play entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Lessee agrees to indemnify and hold The Jungle Playground LLC harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless The Jungle Playground LLC from injuries or damages incurred as a result of the use of the soft play equipment. The Jungle Playground LLC 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. Lessee also agrees to indemnify and hold harmless The Jungle Playground LLC from any loss, damage, theft or destruction of the soft play equipment during the term of the rental and any extensions thereof.

Date x _____

Participant's Printed Name x _____

Participant's Signature x _____

RULES



It is the responsibility of the person/s or organization hiring The Jungle Playground LLC to ensure that all possible precautions are taken to avoid injury to people or damage to the soft play equipment. Please ensure the following safety instructions are followed:

1. **NO** food, drink or chewing gum on or around the soft play area. This will avoid any accidental risks and keep the equipment clean. (Please note if the equipment is collected in a dirty condition then the person hiring it will incur a cleaning charge.)

2. All shoes, jewelry, loose objects in pockets, and badges **MUST** be removed before entering the soft play area to avoid injury to peoples using the equipment and harm to the equipment.

3. **NO** face paints, party poppers, colored streamers, or silly string to be used either on or near the soft play area. (Please note these products will cause damage to the equipment that cannot be repaired.)

4. The Jungle Playground LLC is not responsible for striking or damaging any underground utility lines/devices (included but not limited to: electrical, plumbing, sprinkler, etc.). It is lessee's responsibility to tell The Jungle Playground LLC where equipment is to be set up and have any underground utility lines marked prior too.

5. Climbing, hanging or sitting on safety gates is dangerous and must not be allowed.

6. A responsible adult must supervise the soft play equipment, at all times.

7. Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.

8. **NO** pets, outside toys, or any type sharp instruments in the soft play area at any time.

9. Please ensure that children are not attempting somersaults in the equipment area.

Date x _____

Participant's Printed Name x _____

Participant's Signature x _____

**COVID-19 SAFETY ACKNOWLEDGEMENT
LIABILITY WAIVER AND RELEASE OF CLAIMS**



In consideration of being allowed to participate in the activities offered by The Jungle Playground LLC, the below signed participant, and the participant’s parent(s) or legal guardian(s) if the participant is a minor, agrees as follows:

1. I am aware that the novel coronavirus (“COVID-19”) is an extremely contagious virus and that it is currently believed that COVID-19 spreads through person-to-person contact.
2. I am familiar with the Center for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, which are located at <https://www.coronavirus.gov> and <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day, and that the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates, and making informed choices to take precautionary measures to protect myself and others.
3. By signing this agreement, I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 at The Jungle Playground LLC, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Facility may result from the actions, omissions, or negligence of myself and others.
4. I voluntarily, choose to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with my presence at The Jungle Playground LLC. I hereby release and hold harmless The Jungle Playground LLC, their employees, agents, directors, officers and representatives and other participants from and against all liabilities (statutory or otherwise) for claims, suits, demands, judgments, costs, interest and expense (including but not limited to attorney’s fees and disbursements) for injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with mine or my child(ren)’s presence at The Jungle Playground LLC, EVEN IF ARISING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF THE RELEASED PARTIES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING BELOW I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Date x _____

Participant’s Printed Name x _____

Participant’s Signature x _____