LEASE AND LIABILITY CONTRACT

Lessor: The Bounce House Co

Lessee: _____

The Leased Equipment: _____

1. Lessee agrees that the Leased Equipment has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear.

2. Lessee understands and acknowledges that the activity to be engaged in through Lessor's lease of the Leased Equipment brings with it both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to Lessee, its guests, its invitees or third parties. Lessee understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Those risks include, but are not limited to falling, slipping, crashing and colliding.

3. Lessee agrees to release, forever discharge and hold harmless Lessor for any injuries, damages or claims that result from Lessee's negligence; including any injuries, claims or damages asserted by Lessee's guests, invitees or third parties. Lessor agrees to release, forever discharge and hold harmless Lessee for any injuries, damages or claims that are the direct result of Lessor's negligence; including injuries, claims or damages resulting from defective Leased Equipment or improper assembly or installation of the Leased Equipment.

4. Lessee agrees to supervise both the Leased Equipment and its use at all times the Leased Equipment is in the possession of Lessee. Lessee agrees to follow the directions and safety rules as posted on the Leased Equipment or as otherwise provided to Lessee by Lessor.

5. Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or else lessee agrees to bear the costs of defense and liability of any such injury or damage itself.

6. Lessee agrees not to remove the Leased Equipment from the location on which Lessor has assembled or installed it. Lessee further agrees not to disassemble or uninstall the Leased Equipment or to assemble or install the Leased Equipment.

7. Lessee grants Lessor right to enter Lessee's property for the delivery, pick-up or repossession of the Leased Equipment. Lessee agrees not to loan, sublet or otherwise dispose of the Leased Equipment.

8. In the event that Lessee files a cause of action against Lessor, Lessee agrees to do so solely in the state of Indiana, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

9. Lessee agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

10. Lessee acknowledges that sufficient time and opportunity were had to read this entire Contract, and understands its content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.

Lessee Signature: _____ **Date:** _____