



*Uncle Buck's Party Rental* 3160 Haggerty Road, West Bloomfield, MI 48323 248-666-5432

## **Waiver and Release of Liability**

**Whereas,** Uncle Buck's Party Rental seeks to rent inflatable Equipment (bounce house or slide) which by its very nature can be dangerous and cause injury or death to their Customer or their invitees who use the Equipment. Customer represents that they will for themselves and their invitees waive any and all liability for injury or death against Uncle Buck's that results from the use of the Equipment by themselves and/or their guest invitees.

**Supervision:** The Customer understands and appreciates the dangers that accidental injuries or intentional misuse of the Equipment may result in. Therefore, the Customer agrees to supervise all activities while in possession of the Equipment. The Customer also warrants that they will have reviewed their own insurance and found it suitable or will have acquired suitable insurance for the purpose of protecting themselves and Uncle Buck's in the event that an injury is sustained as a result from the use of the Equipment.

**Acceptance:** By accepting delivery and subsequent use of the Equipment, the Customer accepts and agrees to this Waiver and Release of Liability and asserts that they will indemnify Uncle Buck's for any and all actions brought against them for injuries sustained from use of the Equipment. This Waiver and Release of Liability along with the Rental Agreement and Contract, detailing the goods and services Uncle Buck's is to provide, is fully enforceable by both parties when accepted by the Customer. Acceptance by the Customer may be done so by signing the Contract, acknowledging the terms and conditions in a return e-mail, making payment on the Contract, or by acceptance of the goods and services for the Customer's use.

**Indemnity and Hold harmless:** The Customer warrants that they will indemnify and hold harmless Uncle Buck's Party Rental and agents for any claim, or judgment which may be determined by any court of competent jurisdiction over which a claim is brought in court to recover money damages as a result of an injury or death resulting from the use of Uncle Buck's Equipment.

**Condition:** The Customer agrees they will have inspected the delivered Equipment prior to their use and it was found to be in good working order. The Customer agrees that in the event the Equipment becomes unsafe or in a state of disrepair, they will discontinue its use and immediately notify Uncle Buck's of any damages, otherwise it is assumed that the damage occurred during the Customer's use. Uncle Buck's will have the option to replace, repair or credit any item deemed not safe for use by Uncle Buck's. The property will be returned at the time stated, in the same condition in which it was received, and the Customer agrees to pay for any property damaged during their use of the Equipment.

**Liability:** Uncle Buck's is the owner but not the manufacturer of the Equipment which we rent. No warranty against defects is expressly given or implied. Permission is granted for its use by the Customer and their guests only during the time period specified and at the location specified in the Contract. Ownership shall remain with Uncle Buck's and only the named Customer and their guests are authorized to use the Equipment. Insurance endorsements will be provided upon request of the Customer.

**Jurisdiction:** This Waiver and Release of Liability are to be governed by the laws of the State of Michigan. The parties agree that any legal action relating to or arising out of this Waiver and Release of Liability shall be brought exclusively in a binding arbitration to be held under the rules of the American Arbitration Association.

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

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Revised January 2014