

HarvestWorks, Inc.

Agreement & Liability Release

1. Maximum number and weight of jumpers allowed in the Bounce Houses and Gigaballs will be adhered to. There will be a sign and an attendee with this information.
2. All jumpers must remove shoes, eyeglasses, and any sharp objects before entering the bounce house.
3. Absolutely NO - "silly string", confetti, gum, food, drinks, sprays, or other sticky substances are allowed in the bounce house. Failure to follow these guidelines will result in the imposing of an additional cleaning fee.
4. NO Piñata's in the bounce house. (risk of severe injury)
5. To avoid neck and back injuries - no wrestling, flips or rough housing allowed.
6. Do not bounce against the sides or near the doorway of the bounce house - serious injury may result.
7. Anyone with head, back, neck or any muscular-skeletal injuries or disabilities, pregnant women, children under 3 years of age, and others who may be susceptible to injury from falls bumps or bouncing are not permitted in the unit at any time.
8. Do NOT allow older children to jump with younger children - risk of severe injury.
9. No hanging from the netting on the sides or from the roof of the bounce house. A repair fee will be imposed if the sides/roof is damaged
10. Use only blow up "beach ball" type balls or provided Nerf balls in the bounce house - other balls may cause serious injury.
11. If inflatable begins to lose air, make your way to the exit immediately.
12. Bounce House MUST be staked to the ground securely at all times to prevent tipping or injury. Do not use if winds exceed 25mph - bounce house can flip over in high winds. If high winds exist, exit the bounce house immediately and turn off the blower.
13. Keep children away from the blower unit - risk of electric shock and serious injury from moving parts of the blower.
14. Do not operate the bounce house when raining or if ground is wet. Risk of serious injury due to slipping hazards and electric shock from the blower if wet conditions exist.
15. Children's safety depends on you. Your personal supervision is absolutely required. As the Lessee of the bounce house, the safety of all who come in contact with the bounce house or parts thereof is YOUR responsibility.
16. You are responsible for the cleaning of any additional rental equipment such as tables and chairs, etc.
17. Bounce House will be re-inflated upon it's return so that it may be inspected (please plan your return trip to allow for time of re-inflation)

Weather Policy

We reserve the right to cancel any reservations due to severe or imminent deterioration of weather conditions. You will receive a full refund if we cancel due to weather.

There will be no refunds or reductions in price due to foul weather once the unit is picked up from HARVESTWORKS, INC. by the lessee

Cancellation Policy

A 24 hr notification of cancellation is required (except due to weather conditions) for complete deposit refund.

Release of Liability

The Lessee shall be in charge of the bounce house unit's operation and is fully responsible for the return of the unit in good working order. Lessee shall pay for theft and/or damage of the inflatable while on their premises. Lessor (HARVESTWORKS, INC.) and its officers, employees and agents is/are not responsible for any injury occurring to any person or persons in contact with the bounce house and/or other rental equipment.

Initials of Lessee _____

I agree to indemnify and hold harmless HARVESTWORKS, INC., their agents, employees, directors, and subcontractors from any claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue HARVESTWORKS, INC., their agents, employees, directors, boards, subcontractors, and volunteers for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of HARVESTWORKS, INC., its directors, employees, agents, boards, volunteers, subcontractors, or my family, myself, or my heirs, against HARVESTWORKS, INC., its directors, employees, agents, boards, volunteers, subcontractors, or their heirs arising out of participation in this program.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Cleveland County, NC, and governed by Commonwealth of North Carolina law. The terms of this agreement shall continue and be in effect after the experience has ended.

As liquidated damages, I hereby agree that if HARVESTWORKS, INC., their agents, employees, directors, boards, subcontractors, and volunteers is forced to defend any action, lawsuit, or litigation by myself, my executors, or my heirs, on my family's behalf, my heirs or executors and I agree to pay HARVESTWORKS, INC., their agents, employees, directors, boards, subcontractors and volunteers costs and attorney fees to defend such action, lawsuit or litigation.

In short, HARVESTWORKS, INC., its directors, agents, boards, volunteers, subcontractors, or their heirs, cannot be sued, and if any lawsuit is held no-one can collect any money or other securities and properties.

I have read and understood ALL of the Rules listed above AND the Release of Liability and agree to abide by those rules and that HARVESTWORKS, INC. will be held harmless against any claims due to injury or other as described above. By providing your credit card number, you authorize HARVESTWORKS, INC. to bill your credit card for the full amount of any rental costs (less any cash payments) plus any additional charges if unit is returned damage or is not returned at the time stated on this agreement.

Card # _____
Exp # _____ Code # _____
Name on Card _____

Signature of Cardholder _____

PERSON ASSUMING RESPONSIBILITY

Lessee:	
Address:	
Home Phone:	Work Phone:
Cell Phone:	Email Address:
License #/ state:	
Pick Up Date/Time:	Return Date/Time:
Rental Cost	Pd - Cash/ Credit
Damage Deposit Held	Pd - Cash/ Credit

SIGNATURE _____ DATE _____

Updated on 2/6/2009

Initials of Lessee _____