**Information & Terms:** A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

## Lessor will:

- 1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
- 2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
- 3. Carry a liability insurance policy covering our services & equipment.

## Lessee will:

- 1. Provide \_\_\_\_\_\_\_\_110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
- 2. Provide any required entrance and parking passes.
- 3. Provide a minimum of \_\_\_\_ adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.