



SOFT PLAY RULE GUIDE/WAIVER

RULES FOR SOFT PLAY EQUIPMENT:

Children **MUST** be supervised by an adult at least 18 years of age, at all times.

Shoes and Jewelry **MUST** be removed before entering the soft play area to avoid injury.

No food, drinks, candy or gum is allowed in the soft play area.

No water balloon, paint, or face paint are allowed in or near the soft play area.

No smoking near the soft play area.

No climbing, pulling or sitting on the safety gates.

Always make sure the soft play area stays within its maximum capacity and appropriate ages of 0-5 years old.

No pets or sharp objects near the soft play area.

Adults are not allowed to SIT, STAND OR LEAN on equipment.

Balls **MUST** be placed back in the ball pit at the time of pick up.

FLOWERS PLAYGROUND LLC WILL PROVIDE A BUCKET TO STORE SHOES AT YOUR EVENT. (You may or may not choose to use it.)

LIABILITY WAIVER: THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this soft play equipment from **FLOWERS PLAYGROUND LLC** will be held responsible and liable for any damage or injury occurring for and reason whatsoever.

I, have read the above agreement and fully understand and accept the conditions 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 damage that may occur.

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 **FLOWERS PLAYGROUND LLC** harmless from any claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities including, but not limited to, reasonable attorney's fees and costs arising because of injury, damage, or death to persons or property, in connection with or resulting from the use of 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 **FLOWERS PLAYGROUND LLC** from injuries or damages incurred as a result of the use of the soft play equipment. **FLOWERS PLAYGROUND LLC** cannot, under any circumstances, be held liable for injuries as a

result of inappropriate use, nature or other conditions beyond control or knowledge. Lessee also agrees to indemnify and hold harmless **FLOWERS PLAYGROUND LLC** from any loss, damage, theft, or destruction of the soft play equipment during the term of the rental and any extensions thereof.

ACKNOWLEDGEMENTS: (Please read and initial each line)

This soft play equipment has been received in good condition and will be returned in the same condition.

Lessee agrees to allow **FLOWERS PLAYGROUND LLC** the right to enter the premises of the Lessee at any time to repossess said soft play equipment.

Lessee agrees to reimburse **FLOWERS PLAYGROUND LLC** for all attorney fees, an amount not less than 50% of all sums due, court costs and expenses incurred by **FLOWERS PLAYGROUND LLC** to enforce collection or to preserve or enforce right under this contract.

Lessee agrees not to loan, sublet or otherwise depose of soft play equipment or use it at any other location.

Lessee agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.

Lessee understands that if all balls are not in ball pit at time of pick up, there will be an automatic \$50 fee charged to the credit card on file.