

## Liability and Media Release

This is a legal document between the client, "The Renter" and "Bambino Soft Play", which affects your legal rights, so please read carefully. The Renter desires to voluntarily rent from "Bambino Soft Play" equipment to be used by the Renter, his/her guests, invites or other persons while in Renter's possession.

Renter will take all necessary precautions regarding the items rented from Bambino Soft Play and protect all persons and property from injury or damage. Renter acknowledges that Bambino Soft Play is not responsible for any injury occurring to Renter, or any guests of Renter or any other persons using the rental equipment, or to any claims by any other person(s) injured by or on account of the rental equipment, while the equipment is in possession of the Renter. In addition, Renter agrees to assume all risk, both known and unknown and defend, indemnify, and hold harmless Bambino Soft Play from and against any and all liability, claims, judgements, attorney fees, and costs of every kind and nature, including, but not limited to, bodily injury, emotional distress, personal injury, illness, death or property damage which arises out of the use or possessions of any rental equipment from Bambino Soft Play.

Renter expressly agrees that this release is intended to be as broad and inclusive as permitted by the State of California and that this release shall be governed by and interpreted by the State of California.

In the event that any provision or restriction is found by court to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable to the maximum extent permitted by the laws of the State of California.

Renter releases media rights to BAMBINO SOFT PLAY for the use of their social media including Facebook, Instagram, and website bambinosoftplay.com. Renter must inform in writing prior to the event if they do not want media released.

I have read and understand the terms and conditions of the agreement, including the Rules and Regulations and agree to be bound by them. I further warrant and represent that I am the Renter named above.

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## **Rules and Regulations**

1. Adult Supervision is required at all times.

2. No shoes are to be worn on the soft play equipment. Socks or barefoot only. Absolutely no heels!

3. No food, drinks, or chewing gum allowed on the play area.

4. No toys that don't belong to Bambino Soft Play are allowed on the play area.

5. No Bambino Soft Play equipment is allowed to leave the play area.

6. No hard or sharp objects allowed on the play area.

7. This area is intended for small children, roughly around the ages of 0-4 or of that play level, in efforts to keep this a safe play area. Adult discretion and supervision is required at all times.

8. Our equipment requires a dry environment. Play area is not to be used with any water accessories including water slides, sprinklers, water balloons, hoses, etc.

9. No bubbles are allowed on the play area.

10. If the forecast predicts rain during your rental timeframe, and the equipment had been planned for an outdoor set-up, and moving indoors is not an option, we will not be able to set-up our equipment. A full credit will be offered to be used any other available day.

11. Outdoor set-up will require a shaded area or a suitable cover in the form of a party tent, etc. The equipment becomes very hot in direct sunlight.

12. Outdoor set-up requires our baby fence (no additional charge). For indoor set-up, baby fence is optional.

13. These rules are here to protect the children and the equipment. If any pieces of equipment are found damaged by not following these rules, the renter will be invoiced for the replacement cost minus the refundable damage deposit.