SPLASH SOCIAL LLC

RENTAL AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY & HOLD HARMLESS AGREEMENT

This Rental Agreement, Assumption of Risk, Release of Liability & Hold Harmless Agreement ("Agreement") is entered into between **Splash Social LLC ("Splash Social")** and the customer identified on the associated reservation ("Customer").

By signing this Agreement, Customer acknowledges that Customer has read, understands, and voluntarily agrees to the following terms.

1. RENTAL & PAYMENT TERMS

Customer agrees to rent the equipment identified in the associated Splash Social reservation for the dates, times, and location specified in the booking.

A **30% booking payment** is required to reserve the equipment and is non-refundable. The remaining balance is due **7 days before the event**. All balances must be paid in full before delivery and setup.

Customer is responsible for providing accurate event, delivery, access, surface, electrical, water, and other information reasonably necessary for Splash Social to safely deliver, install, operate as applicable, and retrieve the equipment.

2. CANCELLATION & DATE TRANSFERS

For cancellations made **7 or more days before the scheduled event**, amounts paid may be transferred to another available event date occurring within **6 months of the original event date**, subject to availability and current pricing.

Cancellations made fewer than 7 days before the event are not eligible for a refund or transfer.

Transferred amounts have no cash value and are not refundable.

3. WEATHER & UNSAFE CONDITIONS

Safety takes priority over completing a rental.

Splash Social may refuse delivery, delay setup, discontinue use, deflate equipment, or cancel a rental when weather, wind, rain, lightning, ground conditions, site conditions, or other circumstances make operation unsafe or inconsistent with manufacturer instructions, applicable safety requirements, or Splash Social's safety procedures.

Customer is responsible for monitoring weather and site conditions while the equipment is in Customer's possession. Customer must immediately discontinue use and evacuate the equipment if high winds, lightning, heavy rain, or other unsafe conditions develop.

Customer agrees to follow all weather-related instructions provided by Splash Social and all applicable manufacturer warnings and instructions.

If unsafe conditions prevent Splash Social from safely delivering or setting up the equipment, amounts paid may be transferred to another available event date within 6 months, subject to availability.

After equipment has been delivered and safely set up, payments are non-refundable if weather conditions subsequently change, the event ends early, or Customer elects not to use the equipment.

Customer agrees to immediately discontinue use whenever instructed by Splash Social or whenever conditions appear unsafe.

4. SITE ACCESS & CUSTOMER RESPONSIBILITIES

Customer must provide a safe, level, accessible setup location and disclose the intended setup surface before delivery.

Customer is responsible for ensuring that:

- Splash Social has adequate access to the setup location;
- gates, walkways, stairs, slopes, and other access restrictions have been accurately disclosed;
- the setup area is free from debris, animal waste, sharp objects, furniture, sprinkler equipment, and other hazards;
- a suitable electrical outlet is available within the distance specified by Splash Social;
- for wet rentals, an operating water connection and appropriate hose are available;
- underground utilities, irrigation systems, septic systems, or other underground hazards that could be affected by anchoring have been disclosed; and
- the setup location remains reasonably safe and accessible throughout the rental period.

Splash Social may refuse or discontinue setup if the location cannot safely accommodate the equipment.

5. SUPERVISION & SAFE USE

A responsible adult **18 years of age or older must supervise the inflatable at all times while it is in use**.

Customer agrees to ensure that all users comply with Splash Social's instructions, manufacturer instructions, posted warnings, and safety rules.

Customer must prevent unsafe behavior, including but not limited to:

- overcrowding;
- rough play or fighting;
- flips or other dangerous maneuvers;
- climbing or hanging on exterior walls, netting, roofs, or other areas not intended for climbing;
- use while under the influence of alcohol, cannabis, drugs, medications, or any substance that may impair judgment, coordination, or safe participation;
- use by participants who do not satisfy applicable manufacturer size, age, weight, or other restrictions; and
- any use inconsistent with the equipment's intended purpose or safety instructions.

Food, drinks, gum, silly string, confetti, sharp objects, pets, shoes, and other items or substances that could injure participants, damage equipment, or contaminate the inflatable are prohibited inside the inflatable.

Customer may not move, relocate, modify, disconnect, alter, or change the anchoring of the inflatable after Splash Social has completed setup.

6. SAFETY WARNINGS & PARTICIPANT RULES

Customer agrees to review all safety instructions and warnings provided by Splash Social and to communicate applicable rules to all participants and, where appropriate, their parents or guardians.

Customer must ensure that safety warnings, rules, labels, and signs provided by Splash Social or affixed to the equipment remain visible and are not removed, covered, altered, or disregarded.

Customer agrees to immediately stop any participant from using the equipment in an unsafe manner.

Customer understands that Splash Social personnel may discontinue use of equipment whenever Splash Social reasonably determines that continued operation presents a safety concern.

7. OVERNIGHT RENTALS & SECURITY

When rental equipment remains at the rental location overnight, Customer is responsible for taking reasonable measures to prevent unauthorized access, use, theft, vandalism, or damage.

Customer must comply with all Splash Social instructions regarding overnight use, inflation or deflation, electrical power, weather conditions, equipment security, and restarting or resuming use.

Equipment may not be used outside the authorized rental period or during any period when Splash Social has instructed Customer to discontinue use.

Customer may not relocate, re-anchor, modify, repair, or otherwise alter equipment left overnight.

If weather or other conditions become unsafe overnight, Customer must follow Splash Social's safety instructions and must not permit use until conditions are safe and any required procedures have been completed.

8. ASSUMPTION OF RISK

Customer understands and acknowledges that participation in and use of inflatable attractions, bounce houses, water slides, slides, splash/landing areas, and related rental equipment involves inherent risks.

Such risks may include, among others, slips, falls, collisions with other participants, impacts with equipment or the ground, loss of balance, wet or slippery surfaces, entering or exiting the equipment, climbing, bouncing, sliding, and actions of other participants.

Customer knowingly and voluntarily assumes the inherent risks associated with use of the rented equipment.

Customer accepts responsibility for communicating applicable safety rules to participants and for providing the supervision required by this Agreement.

9. RELEASE OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS LEGAL RIGHTS.

To the fullest extent permitted by California law, Customer, on behalf of Customer and Customer's heirs, representatives, and assigns, releases and agrees not to hold Splash Social LLC and its owners, members, employees, and agents liable for personal injury, death, or property damage arising from the use of the rented equipment **to the extent caused by the ordinary negligence of Splash Social LLC or its employees or agents**.

Customer understands that this provision is intended to release certain claims involving ordinary negligence to the fullest extent permitted by applicable law.

This release does **not** apply to claims that cannot lawfully be waived or released, including claims based on gross negligence, reckless or willful misconduct, or other liability that California law prohibits from being released.

10. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by California law, Customer agrees to **indemnify, defend, and hold harmless Splash Social LLC and its owners, members, employees, and agents** from claims, demands, actions, damages, losses, liabilities, judgments, costs, and expenses arising out of or relating to:

- Customer's or participants' misuse of the rented equipment;
- Customer's failure to provide required adult supervision;
- Customer's failure to follow this Agreement, posted warnings, manufacturer instructions, or Splash Social safety instructions;
- unauthorized relocation, alteration, repair, disconnection, or modification of the equipment;
- undisclosed or unsafe conditions at the rental location;
- unauthorized or prohibited use of the equipment;
- acts or omissions of Customer, Customer's guests, invitees, or participants; or
- Customer's breach of this Agreement.

This indemnification and hold harmless provision applies only to the fullest extent permitted by applicable law and is not intended to require Customer to indemnify or hold Splash Social harmless for liability that cannot lawfully be shifted, released, or waived.

11. CUSTOMER MISUSE, LOSS & DAMAGE

Customer is responsible for loss of or damage to rental equipment resulting from misuse, abuse, unauthorized relocation or alteration, failure to follow instructions, intentional damage, theft, vandalism, prohibited substances, or other conduct for which Customer is responsible, except for ordinary wear and tear.

Additional cleaning charges may apply when equipment is returned excessively dirty or contaminated because of prohibited substances, misuse, or conditions beyond ordinary rental use.

Customer agrees to promptly notify Splash Social of theft, vandalism, damage, equipment malfunction, accident, or injury.

12. CHILDREN & OTHER PARTICIPANTS

Customer understands that children may use the rented equipment and agrees to provide appropriate adult supervision at all times while the equipment is in use.

Customer is responsible for communicating applicable equipment rules and safety instructions to participants and, when applicable, their parents or guardians.

Customer must prevent participation by anyone whose use would violate manufacturer restrictions or Splash Social safety requirements.

Nothing in this Agreement is intended to waive or release rights that cannot legally be waived or released by Customer on behalf of another person or minor.

13. DELIVERY, SETUP & PICKUP

Only Splash Social personnel may perform final placement, anchoring, setup, takedown, or relocation of equipment unless Splash Social expressly authorizes otherwise.

Customer agrees not to remove, alter, relocate, or interfere with anchors, stakes, sandbags, blowers, electrical cords, safety equipment, or other components used in installation.

Customer must provide Splash Social with reasonable access to the rental property for scheduled delivery, setup, inspection, service, takedown, and pickup.

Customer must not prevent or unreasonably delay Splash Social from retrieving its equipment at the end of the rental period.

14. EQUIPMENT PROBLEMS, ACCIDENTS & INJURIES

Customer must immediately stop using equipment and contact Splash Social if equipment:

- becomes damaged;
- becomes improperly anchored or secured;
- partially or completely deflates unexpectedly;
- loses electrical power;
- develops an apparent defect or malfunction; or
- otherwise appears unsafe.

Customer may not attempt repairs, alterations, or modifications without authorization from Splash Social.

In the event of an injury or serious incident, Customer must immediately discontinue use of the affected equipment, obtain appropriate emergency assistance when necessary, and notify Splash Social as soon as reasonably possible.

Customer agrees to reasonably cooperate with Splash Social regarding documentation of an accident, injury, equipment damage, or other incident, including providing information reasonably necessary for insurance or incident reporting purposes.

Equipment involved in a serious incident may not be used again unless and until Splash Social authorizes continued use.

15. ENTIRE AGREEMENT, SEVERABILITY & CALIFORNIA LAW

This Agreement, together with the associated reservation and any rental policies expressly incorporated into the reservation, constitutes the agreement between Customer and Splash Social regarding the rental.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

Any provision determined to be unenforceable will be enforced to the maximum extent permitted by applicable law where legally appropriate.

This Agreement is governed by the laws of the **State of California**.

16. ACKNOWLEDGMENT & ELECTRONIC SIGNATURE

By signing this Agreement, Customer acknowledges and represents that Customer:

- is at least 18 years old;
- has read this Agreement in its entirety;
- understands its terms;
- understands that participation in inflatable activities involves inherent risks;
- understands that this Agreement contains an **assumption of risk, release of liability, indemnification, and hold harmless provision**;
- understands that Section 9 releases certain claims involving ordinary negligence to the fullest extent permitted by California law;
- has had the opportunity to ask questions before signing;
- agrees to comply with Splash Social's operating and safety instructions;
- accepts responsibility for supervising the rented equipment as required by this Agreement; and
- voluntarily agrees to be bound by this Agreement.

Customer agrees that an electronic signature is intended to authenticate this Agreement and constitutes Customer's signature.

CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS PROVISIONS AFFECTING LEGAL RIGHTS, INCLUDING AN ASSUMPTION OF RISK, RELEASE OF CERTAIN CLAIMS, AND INDEMNIFICATION AND HOLD HARMLESS OBLIGATIONS. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND VOLUNTARILY AGREES TO THESE TERMS.