



## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of the foregoing lease, Lessee acknowledges and agrees for himself/herself/itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee’s care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee’s care, custody or control. HoppyKidz makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives and discharges HoppyKidz, including its agents, servants, employees, officers, directors and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to HoppyKidz negligence, regardless of whether such negligence is active or passive. This release is intended to discharge HoppyKidz from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all right to sue Shawna Miller dba HoppyKidz or HoppyKidz as the business, for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold HoppyKidz, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by HoppyKidz to representations set forth herein.

I (We) have read and understand the foregoing.

Lessee: **X** \_\_\_\_\_ Date: **X** \_\_\_\_\_

Cancellations due to inclement weather will be postponed to another day without penalty. All other cancellations will lead to forfeiture of the deposits. If you need to change to another day that we have open, we will be happy to do that for you without penalty, but please contact us as soon as you have knowledge of a change, so we may book your original date for someone else. Please see Weather and cancellation form for detailed information.

