

RENTAL TERMS

A signature will be required for the rental agreement at time of pick up.

*All rental items will remain the exclusive property of **Foamslingers Event Rentals** at all times.*

*Charges will be determined based on the length of time rental items are in possession of the named renter based on the contract dates. Any changes to the rental period will be by written agreement only with the owner or staff of **Foamslingers Event Rentals**.*

*If renter fails to return items at agreed upon date and time, **Foamslingers Event Rentals** may repossess the items without notice to the renter, and renter releases **Foamslingers Event Rentals** and its staff from any claims arising from such repossession. If repossession is not possible, **Foamslingers Event Rentals** reserves the right to charge renter's credit card for full retail replacement value of rental items in addition to charges incurred for the rental period.*

*Upon receipt of the equipment, Renter assumes all responsibility for the equipment rented and assumes all responsibility for all loss and damage to the equipment plus any related expenses. If rental equipment is returned to **Foamslingers Event Rentals** in damaged condition or in disrepair, including missing parts, the renter will be responsible for repair costs, as well as any parts and materials for repair, in addition to charges incurred for the rental period.*

*There will be an additional \$20.00 charge for each item that is returned in an exceptionally dirty condition, as determined by the staff of **Foamslingers Event Rentals**.*

*If an item is irreparable, lost or stolen, renter is obligated to pay **Foamslingers Event Rentals** the full retail replacement value. **Foamslingers Event Rentals** reserves the right to charge renter's credit card for full retail replacement cost value of rental items in addition to charges incurred for the rental period.*

Renter is responsible for reading and following special instructions or manufacturers instructions that accompany rental items.

RELEASE OF LIABILITY

In addition to the rental terms above, renter will need to read, agree to, and sign a release of liability form as follows:

*In consideration of the rental agreement between myself and **Foamslingers Event Rentals**, I acknowledge and agree to the following terms;*

I understand that there exist certain risks of injury from the use or misuse of such items, including the potential risk of serious injury, disability or death from the use of such items.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY USE OF SUCH ITEMS.

I understand the risks associated with the use of such items and understand the safety concerns regarding the items.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS, AND AGREE NOT TO SUE **Foamslingers Event Rentals** the lessor of all such items I have agreed to rent, their officers, agents and employees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE LESSORS OR OTHERWISE, except that which is the result of gross negligence or willful misconduct.

I understand that this RELEASE OF LIABILITY covers each and every item which I have agreed to rent. I further agree that this RELEASE OF LIABILITY shall be governed in accordance with the laws of the state of Oregon.

I have read and understand this RELEASE OF LIABILITY and fully understand its terms and I fully understand that I have given up substantial rights by signing it and I sign it freely and voluntarily without inducement.

Date of Rental ____/____/____

Time of Rental From: ____ am/pm to ____ am/pm

_____ Print Name of Renter

X _____ Signature of Renter

Date Signed ____/____/____