



1700 Eglinton Ave East Toronto, ON. M4A 2X4

# PLEASE READ THIS WAIVER FORM CAREFULLY BEFORE SIGNING.

This waiver form outlines <u>rules</u> and <u>regulations</u>, <u>terms and conditions</u>, <u>agreement</u> associated with renting party equipment from **AdornUrEvents** (hereby referred to as "the company").

## **RULES AND SAFTEY REGULATIONS:**

- ALL SHARP OBJECTS MUST NOT BE IN OR AROUND THE PLAY AREA.
- AN ATTENDING ADULT(S) MUST REMAIN ON PREMISES AT ALL TIMES.
- THE COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGES, LOST OR STOLEN PERSONAL
  ITEMS WITHIN THE PLAY AREA. HOWEVER, IF LOST ITEMS ARE FOUND WE ARE PLEASED
  TO NOTIFY AND RETURN THEM TO THE OWNERS.
- IF THE COMPANY'S EQUIPMENT USED OUTDOORS, IN THE EVENT OF WEATHER
   PRECIPITATION ON THE DAY OF YOUR EVENT OR DURING YOUR PARTY, THE RENTED
   EQUIPMENT MUST BE COVERED OR MOVED INDOORS, TO PREVENT FURTHER DAMAGE.
- IF THE COMPANY'S EQUIPMENT IS DAMAGED, THERE WILL BE:
  - A REPAIR FEE or
  - A REPLACEMENT FEE CHARGED.
- NO GUM, CANDY, FOOD OR BEVERAGES WITHIN THE PLAY AREA.
- NO SHOES ON EQUIPMENTS.
- SOCKS MUST BE WORN AT ALL TIMES.
- PARENTS ARE EXPECTED TO ENFORCE THE RULES.
- PLAY WITH SAFETY IN MIND AT ALL TIMES.
- PLEASE INQUIRE ON SIZES OF RENTAL EQUIPMENT IN ADVANCE. YOU MUST ENSURE THE SIZE OF THE EQUIPMENT WILL FIT THE AREA FREELY.
- WE WILL NOT SET UP OUR EQUIPMENT ON CONCRETE, DIRT OR GRAVEL SURFACES. THE SURFACE MUST BE FLAT, AND CLEAR FROM ANY GLASS, DIRT OR GARBAGE.

## **TERMS AND CONDITIONS:**

#### **CHANGES**

Customers' satisfaction is of the utmost importance to us. The day you book your order the items are considered out of our inventory for your date and thus made unavailable to other potential customers. This ensures you will have all the items you need on the date you require them.

Because of this, we do have certain policies regarding changes to your order. All alterations to your order must be received by the company at least 2 days prior to your event. Any cancellations made less than 2 days will be subject to a cancellation fee. You may make changes by phone and email.

### **CANCELLATION POLICY**

Any items cancelled less than 24 hours of the event will be charged at full rental rates. We may however consider a rescheduling option instead of cancellation of services.

#### **DAMAGE WAIVER**

You (the customer) are responsible for returning rental items in the same condition in which they were received, except for ordinary wear and tear. You are liable for the replacement cost of damaged or lost items. No loss of any type will be covered.

You must return all broken or damaged items and other such evidence that we may reasonably require. If deemed necessary by the rental company, you agree to furnish a police report upon their request.

# **UNUSED EQUIPMENT**

Rental items are charged for time out, not for use. Every item that leaves our building is treated the same way upon return, used or not. This ensures that every item you receive is clean, sanitized, and food safe. No refunds are given for items that were not used during your event.

### MISSING AND DAMAGED ITEMS

If you do have missing or damaged items upon return, you will be informed as soon as possible. Repair fees for damaged items must be paid upon inquiry from the client. Any items considered un-rentable by the company standards will be charged at full replacement value.

The customer is responsible for the goods from the time of delivery until the items are returned to the company. Be sure that all equipment is secure and protected from the weather while it is in your possession. We do charge for: soiled, broken, damaged or missing items, including packaging materials.

There will be an <u>extra cleaning charge</u> for <u>wax</u>, grease, ink, face paint, dirt or any other <u>hard to remove stains</u> on linens and fabrics. The rental fee does not include cleaning charges for such stains. These charges can vary from **\$20** to **\$50** depending on the stain.

## **AGREEMENT:**

By signing this form, you acknowledge that you have read, understood and agreed to all the rules and safety regulations, terms and conditions mentioned in the document.

# **Assumption of risk:**

I understand and acknowledge that there are inherent risks associated with renting and using party equipment. These risks may include, but are not limited to, injury, property damage, or accidents. I voluntarily assume all such risks and agree to hold the company, its employees, and representatives harmless from any liability resulting from these risks.

# Care and use of equipment:

I agree to use the rented party equipment responsibly and follow all instructions, guidelines, and safety precautions provided by the company. I will not misuse or damage the equipment intentionally, and I will promptly report any damages or malfunctions to the company.

### Indemnification:

I agree to indemnify and hold harmless the company, its employees, and representatives from any claims, liabilities, damages, or expenses (including legal fees) arising out of my use of the rented party equipment or any actions or omissions on my part that result in injury, property damage, or loss.

# Release of liability:

I release the company, its employees, and representatives from all claims, demands, actions, or causes of action arising out of or related to my use of the rented party equipment. This includes claims for personal injury, property damage, or any other loss, whether caused by the negligence of the company or otherwise.

# **Insurance coverage:**

I understand that I am responsible for obtaining any necessary insurance coverage to protect myself and my property against any damages or losses that may occur during the rental period. The company is not liable for any damages or losses to personal property or injuries sustained during the rental period.

# **Rental agreement:**

I agree to abide by the terms and conditions outlined in the rental agreement provided by the company. This includes the specified rental period, payment terms, cancellation policy, and any other terms specific to the rental transaction.

I have carefully read and understand the contents of this waiver form and I am aware that by signing this form, I am waiving certain legal rights. I voluntarily and knowingly sign this waiver form as my own free act.

Customer Full Name:	Date:
Customer Signature:	Place:

<u>Note:</u> this waiver form should be signed by an adult (18 years or older) responsible for renting the party equipment.