

Over the Moon Softplay, LLC.

The contract made between _____ and Over the Moon Softplay, LLC on _____.
 Note: A retainer fee of 50.00 along with this contract, release/waiver must be completed and signed within 24 hours to reserve event date.

POLICY

Retainers

At time of booking, a retainer fee of 50.00 and signed contract will be required before reserving event day. Remaining balance will need to be paid 48 hours before event day or charged to credit card on file. Failure to pay balance 48 hours before event day will result in cancellation of event with NO REFUNDS on deposit. **** If booked less than 48 hours before event then full payment is due at booking time. X _____ initial here**

Cancellations

For any reason you need to cancel/reschedule your reservation be sure to notify us as soon as possible @ overthemoonsoftplay@yahoo.com. Cancellations are available with notice 8-14 days prior to event. Cancellations are available 5-7 days with refunds except for retainer fee. If less than 5 days NO refunds, however event date can be rescheduled with Over the Moon Softplay, Llc. if future date available. **FULL REFUNDS ONLY AVAILABLE 8 DAYS OR MORE BEFORE EVENT OR IF OVER THE MOON SOFTPLAY CANCELS EVENT. x _____ initial here**

Weather Conditions

If you are hosting an outdoor event, YOU assume all weather-related risks. "Before setup" if it should rain, we will work with you for solutions. If you are unable to setup indoors, we will work to reschedule event if date available. **If after setup completed it starts to storm and event must be packed up early there is no refunds or reschedules. x _____ initial**

Outdoor Booking

If you need set up at a park you will need to contact the park in advance to determine the requirements needed to set up. We are insured and can get a certificate if needed. We require 3 day notice for certificate request. Tents can be rented for an additional charge. Please make sure the ground is safe and clear from glass, debris, and animal feces. **x _____ initial here**

Set Up/Take Down

Renter is responsible for clearing all areas needed for equipment and must be present at the time of delivery AND pick up. Please allow between 1 to 2 hours set up and break down time. NO CONTACT/KIDS are allowed within 6ft of the setup area during set-up and break down due to maintaining social distancing. Please make sure we have a proper parking space to deliver and pick-up equipment to avoid any additional fees! **Additional fees May apply if we deliver via stairs or to venues located at Long distance from the loading zone (including Parks, large estates or any location that presents delivery/pick up complications)! x _____ initial here**

Equipment Cleaning Care

To reduce the number of germs and therefore the spread of disease or illness we ask that you immediately disinfect any equipment that has come into contact with the following situations: vomit, blood, or mucous. A disinfectant will be provided by Over the Moon Softplay, LLC. to ensure proper sterilization that is safe for all, including the equipment. **x _____ initial here**

Release and Waiver Liability

1. This Nerf/Laser game setup equipment has been received in good condition and will be returned in the same condition. **X _____ initial here**
2. Customers agreed to allow Over the Moon, LLC. the right to enter premises of customer at any time to repossess said Nerf/Laser game setup equipment. **X _____ initial here**
4. Customer agrees not to loan sublet or otherwise dispose of nerf/laser game setup or use it in any other location. **X _____ initial**
5. Customer agrees to pay in full the replacement cost including labor for all damages to Nerf/Laser game setup equipment. **X _____ initial**
6. If the Nerf/Laser equipment is lost stolen or damaged beyond repair the renter agrees to pay up to \$1,500 (One thousand Five hundred dollars and zero cents). **X _____ initial**
7. Customer agrees to ensure that all users (and users guardians) of the rental go over and read all the rules. **X _____ initial**
8. Over the moon is not responsible for striking or damaging any underground utility lines/ devices (including but not limited to electrical, plumbing, sprinklers, etc) it is Lessee's responsibility to tell Over the Moon, LLC where equipment is to be set up and have any underground utility lines marked prior to event. **X _____ initial**
9. Climbing, hanging, sitting or moving of equipment could be potentially dangerous and must not be allowed. **X _____ initial**
10. A reasonable adult must always supervise the Nerf/Laser game equipment. **X _____ initial**
11. Ensure children are not pushing, colliding, fighting, or behaving in a manner likely to injure or cause distress to others. **X _____ initial**
12. No pets or sharp instruments in or around Nerf/Laser game area at any time. **X _____ initial**

Over the Moon Softplay LLC Acknowledgement of Risks, Assumption of Risks & Responsibility, and Release of Liability for Organizations and Individuals

Warning: There are elements of risk in any adventure, sports or activity associated with the indoor or outdoor use of Over the Moon Softplay LLC games & rental equipment and activities incidental thereto (“referred to herein as activity”). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. For your safety, and that of other participants, we think it is important for you to know in advance what to expect and to be informed of the inherent risks.

Acknowledgement of Risks: I acknowledge that the following describes some, BUT NOT ALL, of those risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, oxygen shortage (anoxia), and/or exposure, head, neck, and/or spine injuries, allergic reaction, shock paralysis or death. I/We understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Express Assumption of Risk and Responsibility: I/We agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in these activities is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, I assume full responsibility for myself/organization I present, including any minor children, for which I am responsible for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident which may occur. I/We elect to participate in spite of the risks. I/We assume full responsibility for other minor children that participate in spite of the risks if I/We do not have parents/guardians of said minors at event sign release for said minor.

Authorization: I/We hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I/We either have appropriate insurance or in its absence agree to pay all costs of rescue and/or medical services as may be incurred on my/our (organization’s) behalf. I/We agree to any film or photographs of me/us as a participant becomes your property and may be used for promotional purposes.

Release of Liability: I hereby release, discharge, and covenant not to sue Over the Moon Softplay LLC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and in applicable, owners and lessors or premises on which the activity takes place, (each considered on of the “RELEASES” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or the “releases” or otherwise, included negligent rescue operations; I further agree that if, despite this release, waiver or liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the RELEASES, I will indemnify, save, and hold harmless each of the RELEASES from any loss, liability, damage, or cost which any may incur as the result of such claim.

PARENT CONSENT

I, the minor’s parent and /or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Over the Moon Softplay, LLC. from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the RELEASES or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against Over the Moon Softplay,

LLC., I WILL INDEMNITY, SAVE AND HOLD HARMLESS, Over the Moon Softplay, LLC and RELEASES from any litigation expenses, attorney fees, loss liability, damage, or cost any RELEASES many incur as the result of any such claim.

Over the Moon Softplay LLC Release Signatures

I have read the Policy, Warning, Acknowledgement Risks, Assumption of Risk & Responsibility, Authorization, Release of Liability & Parent Consent. I understand that by signing this document I MAY BE WAIVING LEGAL RIGHTS and have signed freely and without inducement.

Name of Organization or Participating Individual: _____

Contact Phone: _____

Event Type: _____ **Event Date:** _____

Street Address: _____

City _____ **State** _____ **Zip** _____

Authorized Representative (Printed)

Authorized Representative or Parent Signature(if not above18) Date

The signatures on the back of this document binds the signee(s) to all consents, releases, and waivers.

Release Signature Page

Date

I have read this RELEASE AND WAIVER OR LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement.

Name of Participant	Signature of Parent/Participant over age of 18	18(+) Years
_____	_____	<input type="checkbox"/>
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