

Walking on the Moon Entertainment Co.lc

WAIVER FOR CLIENT OPERATED EQUIPMENT

1. The Client acknowledges that he/she will examine the equipment leased and that it is in good repair.
2. The Client acknowledges that he/she is familiar with the proper use of the equipment or in the alternative, that he/she received instructions in the proper use of the equipment leased at time of set – up.
3. The client agrees to return the equipment in good, clean and working condition; free from stains or any damage on the date and time noted on the contract. A cleaning fee of \$50.00 will be charged for any equipment requiring cleaning upon return.
4. The client agrees to pay and indemnify for any and all damages caused to the equipment while the said equipment is in the client’s possession, including loading and unloading equipment.
5. There are no warranties of merchantability or fitness for use of the equipment other than the intended use under this contract.
6. The client agrees to comply with all laws, regulations and/or orders concerning the use of the equipment, which are imposed by either federal, state, or local government or agencies. Client is responsible for securing any applicable permits and furnish with a copy of the same.
7. The client understands that there are certain risks of physical injury that are inherent in the use of the equipment. The client assumes the risk of injury to himself, herself, and any guests or others who the client allows to use the equipment. The client further understands that it is his or her sole responsibility for the supervision of every person who the client allows to use the equipment.
8. By signing this agreement, the client warrants that they will defend, indemnify and hold harmless Walking On The Moon, LLC and its agents, employees, or others acting on its behalf for any actions, claims or other liabilities arising out of the use of the equipment.
9. By signing this agreement, the client also releases Walking On The Moon, LLC. From any actions, claims, or other liability arising out of the use of the equipment.
10. Client shall be responsible for all costs incurred in the collection of any amounts owed including, but not limited to, reasonable attorney’s fees.

OUTDOOR EVENT RIDER

The client (as named above) understands that outdoor events, particular those without alternative indoor facilities are at risk due to inclement weather conditions and that the client is prepared to assume responsibility for the risks involved.

For safety purposes, Walking On The Moon equipment shall not be set – up and/ or used on wet or damp surfaces or under condition where precipitation poses a safety threat to the equipment or any potential participants.

The client understands and agrees to the following:

1. Should the client determine unsafe performing conditions or inclement weather, as defined above, at least (3) hours prior to scheduled time of drop off of said equipment, the Event date may be rescheduled without any charges due to Walking On The Moon. All deposits will be held by Walking On The Moon and will be credited to any future events held by client.
2. Should conditions change and become unacceptable as defined above after the equipment has been set – up, the client is obligated to tear down all equipment and store said equipment in a safe, dry place until pick - up. The client is still obligated to pay in full upon delivery and completion of the set up.

The client, by signing this contract or having signed by a representative acknowledges their authority to do so and hereby assume all liability pursuant to and the terms and conditions above.

PLEASE MAKE ALL CHECKS PAYABLE TO: WALKING ON THE MOON

Agreed to by client: _____ **Title** _____ **Date** _____

Please sign and retain 1 (one) copy for your records and return a signed copy along with deposit.