

RENTAL AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

LV ROCKS LLC DBA LV ROCK GYM

- *Customer ensures delivery path from drop-off is **hardened and level** with no steps.*
- *Customer ensures set-up area is dry. Please confirm watering system is inoperable and set-up area is not wet/soggy. Wet/soggy areas will cause cancellation at full rental price.*
- *LV Rocks LLC will exercise extreme caution regarding delivery, set-up, operations and removal of the equipment/services. However, customer is responsible for any and all damages occurring to grounds, sprinkler/drainage/septic systems, flooring, steps, walls, or any portion of the delivery path and set-up area. The customer assumes any and all damages that may arise from delivering and setting up the requested service.*

1. Cancellation Policy: No refund on the deposit if cancelled within 60 days of event date. Rain, Acts of God, or any unfavorable weather cancellation will be at the discretion of LV Rocks LLC and requires at least a 24 hour notice to be eligible to reschedule on next available date for up to one year before being deemed cancelled. In the event where LV Rocks LLC has to cancel entire event due to breakdown or equipment failure, 100% will be refunded. If a breakdown occurs during event and unable to continue, a refund will be based on percentage of time worked to time owed. No refund for minor delays (half hour or less) or weather delays and LV Rocks LLC shall not be liable for anything beyond this.

2. Customer understands and assumes the risk of renting the arranged service, including, but not limited to, falling to the ground, on other users or being fallen on by other users, abrasions from the walls, ropes, pads, or the floor, equipment failure, belay failure, or climbing out of control or beyond one's personal limits.

3. LV Rocks LLC, its contractors, suppliers and vendors shall not be held responsible for damages occurring to the grounds, sprinkler/drainage/septic systems, flooring, steps, walls or any portion of the delivery path and set-up area. The customer assumes any and all of these damages that may arise from delivering and setting up the requested service.

4. Customer shall be in sole charge of crowd control beyond six (6) foot of the equipment at all times during equipment rental period and shall be responsible for damage, other than equipment failure, and theft of equipment during rental period.

5. LV Rocks LLC, its contractors, suppliers and vendors shall not be held responsible for injuries occurring to customers or any using party and Customer agrees to indemnify and hold harmless the above from any and all claims, costs, damages and liability including attorney fees, fines, penalties, etc. arising from the equipment or its use

6. Customer agrees that all participants must wear closed shoes and remove sharp objects before using the equipment / service where applicable or be denied use.

7. If renting tables/chairs, and are returned in a damaged but repairable condition, customer shall be liable for the cost of such repairs and customer assumes responsibility for the return of equipment in the same condition it was received. **If equipment is returned in a destroyed or irreparable condition, customer shall be liable for full replacement value of each item.**

8. Customer agrees to a \$50.00 cleanup fee per item if equipment is excessively dirty upon return (i.e. candy, food, drinks, confetti, etc.). Please, **DO NOT ALLOW SILLY STRING** (or similar product)! Failure to do so requires a \$200.00 cleanup fee per item

9. Customer agrees to **TURN OFF AUTOMATIC SPRINKLERS (if applicable)**!

10. LV Rocks LLC who shall not be held responsible for unfavorable weather conditions (i.e. high winds, rain, electrical outages, etc.). Customer is responsible to notify LV Rocks LLC at least two hours before event start time in case of unforeseen circumstances.

11. All sales are final. This agreement is valid for this and all future engagements.

Print _____

Date _____

Signature _____

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 leases herein during the entire time that the property is under Lessee's care, custody of 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. Lessor makes no warranties or representations, express or implied, about the safety of any or the property leased.

IN FURTHER CONSIDERATION OF THIS LEASE: RELEASE

- Lessee hereby releases, waives, and discharges Lessor, 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 of operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge Lessor 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.

INDEMNIFICATION AND OBLIGATIONS OF LESSEE:

- Nothing in this agreement shall be construed to mean that LV Rocks LLC, its contractors, suppliers or providers, assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this agreement and is NOT responsible for providing adult supervision of guests and patrons all inclusive.
- Lessee shall at all times be solely liable for the use of the equipment. Lessee shall indemnify, protect and hold harmless LV Rocks LLC, its contractors, suppliers or providers, from and against all liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against LV Rocks LLC, its contractors, suppliers or providers, arising out of the concurrent, active or passive negligence of LV Rocks LLC, its contractors, suppliers or providers, in any way connected with the use of the rental equipment or services provided. Lessee hereby waives any and all rights of recovery, arising as a matter of law or otherwise which lessee might now or hereafter have against LV Rocks LLC, it's contractors, suppliers or providers.
- Lessee shall assume the defense of LV Rocks LLC, its contractors, suppliers or providers, and pay all attorney's fees and costs arising out of any claim for injury by any person in any way related to the lease agreement. Lessee shall pay all attorney fees and cost incurred by LV Rocks LLC, its contractors, suppliers or providers, necessary to enforce the terms of the indemnity provisions of the lease. This release is valid for this and all future arrangements.
- Lessee further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by Pennsylvania law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, 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 Lessor to representations set forth herein.

Print _____

Date _____

Signature _____

This contract is entered into between _____ (or organization)
 Contact person is _____ phone (____) _____
 Contact person at the event _____ phone (____) _____,
 and LV Rocks LLC, dba LV Rock Gym.

Location of event _____ in _____ (City and State).

Date(s) of event _____ from the hours of _____ to _____

Is it okay for photographs to be taken at event and used on website? Yes _____ No _____

For Bungee rentals, is there electricity available within 100 feet? Yes _____ No _____

If No, and is for a private event add \$50 for generator rental \$ _____

Equipment 1

Rock climbing wall alone \$ 240 per hour X _____ hours = \$ _____

Rock climbing wall with one bungee (two hour minimum) \$ 300 per hour X _____ hours = \$ _____

If renting: _____ (1 or 2) additional bungee station, each X \$ 75 per hour X _____ hours = \$ _____

Equipment 2

Bungee alone (for one bungee, two hour minimum) \$ 175 per hour X _____ hours = \$ _____

If renting: _____ (1,2,or 3) additional station, each X \$ 75 per hour X _____ hours = \$ _____

Additional equipment

Chairs at \$2.45 per day X _____ day(s) X _____ chairs \$ _____

Tables at \$10.45 per day X _____ day(s) X _____ tables \$ _____

This contract, signed, and 50% deposit must be received minimum 16 days prior to event

Make check payable and mail to:

LV Rocks LLC

7918 Main St., Box 17

Fogelsville, PA 18051

Grand Total \$ _____

OR email to: LVRockGym@gmail.com and credit card by phone: 484-560-5961

Less 50% deposit (non-refundable if cancelled within 30 days of event) \$ _____

Total due by or on day of event \$ _____

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand and acknowledge that the activity I am about to engage in bears known and unanticipated risks that could result in injury, death, illness, disease, emotional distress, or damage to myself, to property or to third parties. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I also certify that I am over the age of eighteen and that I agree with the terms and conditions of this contract.

This _____ day of _____ in the year of _____

Signature _____ Signature _____

Print _____ Print _____