

AGREEMENT TO RELEASE, DEFEND, AND INDEMNIFY

AMERICAN PARTY-TIME, INC.

CONTRACT #: _____

The undersigned hereby acknowledges that he/she/they understands that the equipment that has been rented from American Party-Time, Inc., 3121 South LaFountain, Kokomo, Indiana, 46902, may be used only with constant adult supervision. The undersigned furthermore acknowledges that there is a risk of injury, loss, or damage arising out of the use of all equipment, which the undersigned voluntarily assumes. By entering into this Agreement, and by leasing the equipment, customer voluntarily agrees to keep and maintain and follow all safety rules for the correct installation and safe operation of the use of all equipment, and to assume any and all risk of injury, loss, or damage, arising from the use of said equipment.

The undersigned will take all necessary precautions regarding the items rented, and protect all persons and property from injury, loss, or damage. The undersigned acknowledges that they are in charge of the installation, operation, and use of the equipment, and are fully and solely responsible for its safe installation and operation as well as the return of the equipment in good working order. The undersigned acknowledges and agrees that American Party-Time, Inc. is not responsible for any injury, loss, or damage occurring to customer, or any guests or patrons of customer, or to any other persons using the rented equipment, or to any claims by any other person injured, or harmed by or on account of the rented equipment, while the equipment is in the possession of the undersigned. The undersigned agrees to defend, indemnify, and hold harmless American Party-Time, Inc. from and against any and all liabilities, claims, judgments, attorney fees, and costs, of every kind and nature, including, but not limited to, injuries or loss to persons and/or damage to property, whether or not such claimant is known or unknown to customer, which arises out of the use, maintenance, installation, operation, instruction, possession, condition, or rental of any of the equipment, however caused, even if it is alleged or proven that the said claims, liabilities, or causes of action were due to the fault or neglect of American Party-Time, Inc. or the condition of the equipment. It is understood that this general release, indemnity and hold harmless agreement applies to, but is not limited to, any injury, loss, damage, claim or liability which may arise on account of negligence or fault of American Party-Time, Inc., whether active or passive, and of American Party-Time, Inc's employees, contractors, drivers, or installers. The duty of the undersigned to defend, indemnify and hold harmless American Party-Time, Inc. from all such claims is inclusive of all defense costs and attorneys fees.

Dated: _____

Signed: _____