

NORTH TEXAS MOBILE RENTALS, LLC

EVENT HOST ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION & SUPERVISION AGREEMENT

IMPORTANT LEGAL DOCUMENT — PLEASE READ CAREFULLY

This Event Host Assumption of Risk, Release of Liability, Indemnification & Supervision Agreement ("Agreement") is entered into between **North Texas Mobile Rentals, LLC**, a Texas limited liability company ("Company"), and the undersigned individual or authorized representative identified below ("Event Host" or "Host").

This Agreement applies to the rental, delivery, setup, operation, supervision, and use of the Company's mobile playground trailer and any related rental equipment, accessories, or services ("Equipment") at the event identified below ("Event").

1. EVENT AND HOST INFORMATION

Event Host / Customer Name: _____

Organization, if applicable: _____

Event Date: _____

Event Address: _____

Event Type: _____

Host Phone: _____

Host Email: _____

If signing for an organization, the undersigned represents that he or she is authorized to enter into this Agreement on behalf of the organization.

2. ACKNOWLEDGMENT OF INHERENT RISKS

The Event Host understands and acknowledges that use of a mobile playground and recreational play equipment involves **inherent and foreseeable risks of physical injury**.

These risks may include, without limitation:

- Slips, trips, and falls;
- Collisions with other participants;
- Contact with playground surfaces, walls, netting, slides, tunnels, climbing features, flooring, or other equipment;
- Loss of balance;
- Improper landing;
- Falls from elevated play areas;
- Entrapment or pinch-point injuries;
- Cuts, scrapes, bruises, sprains, strains, fractures, or head injuries;
- Injury caused by running, climbing, jumping, sliding, crawling, or other physical activity;
- Injury caused by overcrowding, horseplay, rough play, or failure to follow safety rules;
- Injury caused by differences in participant age, size, strength, or ability;
- Weather-related conditions;
- Equipment movement or component failure; and
- Other risks inherent in active children's recreational play.

The Host acknowledges that **not all risks can be eliminated, even when reasonable safety procedures, inspections, supervision, and operating rules are used**.

3. HOST'S PERSONAL ASSUMPTION OF RISK

The Event Host voluntarily assumes all inherent and foreseeable risks associated with the Host's own presence at, interaction with, or use of the Equipment.

The Host acknowledges that participation in or proximity to recreational playground activities is voluntary.

The Host agrees to use reasonable care and comply with all posted rules, Company instructions, and safety requirements.

4. RELEASE OF EVENT HOST'S OWN CLAIMS

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, THE EVENT HOST, ON BEHALF OF THE EVENT HOST AND THE EVENT HOST'S HEIRS, ESTATE, PERSONAL REPRESENTATIVES, AND ASSIGNS, RELEASES, WAIVES, AND DISCHARGES NORTH TEXAS MOBILE RENTALS, LLC, AND ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES FROM CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, OR OTHER LOSS SUSTAINED BY THE EVENT HOST ARISING FROM OR

RELATED TO THE EVENT HOST'S USE OF, PARTICIPATION IN, OR PROXIMITY TO THE EQUIPMENT, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF NORTH TEXAS MOBILE RENTALS, LLC OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO THE EXTENT SUCH RELEASE IS PERMITTED BY TEXAS LAW.

THIS RELEASE EXPRESSLY INCLUDES CLAIMS ALLEGING THE ORDINARY NEGLIGENCE OF NORTH TEXAS MOBILE RENTALS, LLC.

This Section does not purport to release claims that cannot lawfully be released under applicable Texas law.

5. NO PURPORTED WAIVER OF UNRELATED MINOR PARTICIPANTS' CLAIMS

The parties acknowledge that the Event Host may not be the parent or legal guardian of every minor participant attending the Event.

Accordingly, this Agreement **does not represent that the Event Host is waiving or releasing the independent legal rights of unrelated minor participants or other persons for whom the Host lacks legal authority to act.**

The Host's obligations under this Agreement are instead based upon the Host's own contractual duties, representations, conduct, supervision responsibilities, and compliance with Company rules.

6. HOST RESPONSIBILITY FOR EVENT SUPERVISION

The Event Host acknowledges and agrees that the Company is providing recreational rental equipment and related event services.

THE COMPANY AND ITS ATTENDANTS ARE NOT CHILDCARE PROVIDERS, BABYSITTERS, DAYCARE PROVIDERS, OR SUBSTITUTE PARENTS OR GUARDIANS.

The Event Host agrees to:

1. Maintain reasonable adult supervision of the Event and participating children;
2. Ensure that a responsible adult remains available throughout the rental period;
3. Assist in monitoring participant behavior;
4. Immediately address unsafe, aggressive, or inappropriate behavior;
5. Prevent known unauthorized use of the Equipment;
6. Assist Company personnel in enforcing safety rules when reasonably requested;
7. Immediately notify Company personnel of any injury, unsafe condition, equipment concern, or unusual occurrence; and

8. Cooperate with any suspension or termination of Equipment use ordered by Company personnel.

The presence of a Company employee or attendant **does not relieve the Event Host, parents, guardians, or responsible adults of their supervision responsibilities.**

7. PARTICIPATING MINORS AND PARENTAL KNOWLEDGE

The Event Host represents that, to the best of the Host's knowledge, minor participants invited to or permitted to participate in the Event are attending with the knowledge of a parent, legal guardian, or responsible adult.

The Event Host shall not knowingly permit a minor to use the Equipment:

- Over the known objection of the minor's parent or legal guardian;
- When the Host knows the minor has been instructed not to participate;
- In violation of posted age, size, or participation restrictions; or
- When the Host knows of a condition or circumstance that makes participation obviously inappropriate or unsafe.

The Host acknowledges that **parents and legal guardians remain responsible for determining whether participation is appropriate for their child.**

8. COMMUNICATION OF SAFETY RULES

The Event Host agrees to reasonably assist the Company in communicating applicable safety rules to Event attendees.

The Host shall not knowingly encourage or permit conduct that violates posted rules or direct instructions from Company personnel.

Safety rules may include, without limitation:

- Compliance with posted age restrictions;
- Compliance with occupancy limits;
- No shoes, unless otherwise authorized;
- No food, drinks, gum, candy, or sharp objects inside the play area;
- No rough play, fighting, pushing, or intentional collisions;
- No climbing on exterior netting, barriers, or structural components;
- No hanging from equipment not designed for hanging;
- Slides must be used feet first and one participant at a time;
- No intentional flips or dangerous stunts;
- No use by visibly ill participants when such use creates a sanitation or safety concern;
- No use during prohibited weather conditions; and
- Immediate compliance with Company shutdown instructions.

The Company may amend or supplement safety rules based upon the Equipment, event conditions, manufacturer instructions, applicable law, or safety concerns.

9. AGE, SIZE, CAPACITY, AND PARTICIPATION RESTRICTIONS

The Host agrees to comply with all age, size, weight, occupancy, and participation restrictions established by the Company or Equipment manufacturer.

The Host acknowledges that mixing significantly different participant ages, sizes, or abilities may increase the risk of collision or injury.

The Company may separate participants by age or size, reduce occupancy, restrict individual participation, or suspend use when reasonably necessary for safety.

The Host has no authority to override a Company safety restriction.

10. COMPANY ATTENDANT AUTHORITY

The Event Host acknowledges that Company employees and authorized representatives have final operational authority regarding the Equipment.

Company personnel may, in their reasonable discretion:

- Remove or restrict a participant from the Equipment;
- Reduce participant capacity;
- Separate participants by age or size;
- Suspend play;
- Close a portion of the Equipment;
- Shut down the entire Equipment;
- Require corrective action;
- Modify operating procedures; or
- Terminate Equipment use.

The Host agrees not to interfere with, override, or instruct participants to disregard a Company safety decision.

A Company safety decision is final during the Event.

11. WEATHER AND ENVIRONMENTAL CONDITIONS

The Company may suspend or terminate Equipment operation because of rain, lightning, thunder, wind, standing water, excessive heat, severe weather, unstable ground conditions, or any other environmental condition reasonably believed to create a safety concern.

The Host agrees to immediately comply with all weather-related shutdown instructions.

The Host shall not encourage, direct, or permit participants to reenter the Equipment after a shutdown unless Company personnel expressly authorize reopening.

Weather-related refunds, credits, rescheduling, and cancellations are governed by the Company's Master Rental Agreement and applicable Weather and Cancellation Policy.

12. INJURY AND INCIDENT REPORTING

The Event Host agrees to immediately report to Company personnel:

- Any known or suspected injury;
- Any participant complaint of pain or illness;
- Any fall or collision that appears significant;
- Any equipment malfunction;
- Any damaged component;
- Any unsafe condition; or
- Any incident that could reasonably result in a later injury claim.

The Host agrees to cooperate in the completion of an Incident Report and to reasonably assist the Company in identifying witnesses.

The Host shall not intentionally conceal a known injury or safety incident from the Company.

13. MEDICAL EMERGENCIES

In the event of an apparent medical emergency, the Company may contact 911 or other emergency services.

The Host acknowledges that Company employees are not medical professionals and are not responsible for diagnosing injuries or determining the need for medical treatment.

The Host agrees to reasonably cooperate with emergency responders and assist in identifying a participant's parent, legal guardian, or responsible adult.

Nothing in this Agreement requires a Company employee to provide medical treatment beyond the employee's training or legal obligations.

14. HOST INDEMNIFICATION FOR HOST CONDUCT AND BREACH

PLEASE READ THIS SECTION CAREFULLY.

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, THE EVENT HOST AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NORTH TEXAS

MOBILE RENTALS, LLC, AND ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, AND REASONABLE ATTORNEYS' FEES TO THE EXTENT ARISING FROM OR CAUSED BY:

(A) THE EVENT HOST'S OWN NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS;

(B) THE EVENT HOST'S FAILURE TO PERFORM THE SUPERVISION OR SAFETY OBLIGATIONS EXPRESSLY ASSUMED UNDER THIS AGREEMENT;

(C) THE EVENT HOST'S KNOWING VIOLATION OF COMPANY SAFETY RULES OR INSTRUCTIONS;

(D) THE EVENT HOST'S INTERFERENCE WITH A COMPANY SAFETY OR SHUTDOWN DECISION;

(E) THE EVENT HOST'S MATERIAL MISREPRESENTATION TO THE COMPANY; OR

(F) THE EVENT HOST'S MATERIAL BREACH OF THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION IS NOT INTENDED TO REQUIRE THE EVENT HOST TO INDEMNIFY NORTH TEXAS MOBILE RENTALS, LLC FOR THE COMPANY'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT EXCEPT TO THE EXTENT EXPRESSLY PERMITTED BY TEXAS LAW AND EXPRESSLY STATED IN A VALID WRITTEN AGREEMENT.

15. PROPERTY AND EQUIPMENT DAMAGE

The Event Host agrees to be financially responsible for damage to Company Equipment to the extent caused by the Host's intentional misconduct, negligence, material breach of this Agreement, or knowing failure to comply with Company safety instructions.

The Host may also be responsible for damage caused by Event attendees when such responsibility is separately established under the Master Rental Agreement.

Normal wear and tear is excluded.

The Company may document damage through photographs, video, inspection reports, employee reports, or repair estimates.

16. NO SAFETY GUARANTEE

The Host acknowledges that inspections, safety rules, supervision procedures, and Company attendants are intended to reduce risk but **cannot guarantee that an injury will not occur.**

The Company does not represent that the Equipment is risk-free.

17. RELATIONSHIP TO MASTER RENTAL AGREEMENT

This Agreement supplements the Company's Master Rental Agreement.

If a provision of this Agreement conflicts with the Master Rental Agreement regarding participant safety, supervision, assumption of risk, release, or Host conduct, the provision providing the Company the greater lawful protection shall apply to the fullest extent permitted by Texas law.

Cancellation, payment, delivery, rescheduling, and weather-credit terms remain governed by the Master Rental Agreement unless expressly stated otherwise.

18. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

Any unenforceable provision shall be limited or modified only to the minimum extent necessary to make the provision enforceable, if permitted by applicable law.

19. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas.

To the extent permitted by law, exclusive venue for disputes arising from this Agreement shall lie in **Collin County, Texas**.

20. ELECTRONIC SIGNATURES

The Event Host agrees that electronic signatures, electronic acceptance, and electronically stored copies of this Agreement shall have the same force and effect as an original handwritten signature and paper document to the extent permitted by applicable law.

21. ACKNOWLEDGMENT AND VOLUNTARY AGREEMENT

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT IN FULL. I UNDERSTAND THAT IT CONTAINS AN ASSUMPTION OF RISK, A RELEASE OF MY OWN CLAIMS, INCLUDING CERTAIN CLAIMS ALLEGING THE

**ORDINARY NEGLIGENCE OF NORTH TEXAS MOBILE RENTALS, LLC, AND
CONTRACTUAL INDEMNIFICATION AND SUPERVISION OBLIGATIONS.**

**I UNDERSTAND THAT I AM NOT PURPORTING TO WAIVE THE INDEPENDENT
LEGAL RIGHTS OF PERSONS FOR WHOM I DO NOT HAVE LEGAL AUTHORITY
TO ACT.**

**I HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT BEFORE
SIGNING AND AGREE TO BE BOUND BY ITS TERMS.**

Event Host Name: _____

Organization, if applicable: _____

Signature: _____

Date: _____

Time: _____

Event Date: _____