

Tap and Putt Mini-Golf Rentals Wenatchee, WA 98801

Rental Agreement and Liability Waiver

It is the responsibility of the person or organization hiring this miniature golf course ("Equipment") to ensure that all possible precautions are taken to avoid injury to people or damage to the Equipment. Please ensure that these safety instructions are followed:

1. No food, drink, or chewing gum on or around the Equipment. This will avoid a choking risk and keep the Equipment clean. (Please note that if the Equipment is collected in a dirty condition then the person hiring it will incur a cleaning charge.)
2. A responsible adult must supervise the Equipment at all times.
3. No pets, toys, or sharp instruments on the Equipment at any time.
4. Do not jump on or climb the Equipment.
5. Equipment is for personal use only.

LIABILITY DISCLAIMER

- This rental equipment ("Equipment") has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).
- Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold Tap and Putt Mini Golf Rentals harmless for any and all claims, of whatsoever nature, arising out of use of the Equipment while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to Tap and Putt for the rental.
- Customer agrees to company right to enter premises of customer at any time to repossess Equipment.
- Customer agrees to reimburse Tap and Putt Mini Golf Rentals for all attorney fees, an amount not less than 50% of all sums due, court costs and expenses incurred by Tap and Putt Mini Golf Rentals to enforce collection or to preserve or enforce rights under this contract.
- Customer agrees not to loan, sublet, or otherwise depose of Equipment or use it at any other location.
- Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
- If the Equipment is lost, stolen, or damaged beyond repair, the renter agrees to pay USD\$4000.00 (four thousand dollars and zero cents).
- **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED.**

The person(s) or organization renting this Equipment from Tap and Putt Mini Golf Rentals will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the Equipment and will pay for any loss or damages that may occur.

Printed Name:

Signature X _____ Date _____