

## Lease and Waiver Agreement

### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of the foregoing lease, LESSEE acknowledges and agrees for himself, herself, and any personal representatives, heirs and next of kin that he/she 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 or 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 is responsible for the full value of the PROPERTY lease herein in the event the PROPERTY is lost, stolen or damaged while in LESSEE'S care, custody or control. Zo's Playtime Jumpers makes no warranties or representations express or implied, about the safety of any or the PROPERTY leased.

IN FURTHER CONSIDERATION of this lease:

#### RELEASE:

1. LESSEE HEREBY RELEASES, WAIVES, AND DISCHARGES Zo's Playtime Jumpers, 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 not limited to, liability due to Zo's Playtime Jumper's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge Zo's Playtime Jumpers 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 good will, injury to reputation, and all other forms or consequential injury and damage, regardless of how such injury or damage is called or characterized.

#### INDEMNIFICATION:

2. LESSEE shall be in full charge of the safe use and operation of the PROPERTY leases herein and promises and agrees to indemnify and hold Zo's Playtime Jumpers, including its agents, servants, employees, officers, directors, and shareholders, harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise from the use and operation of the PROPERTY lease herein.

LESSEE further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by Missouri State law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

(LESSEE) Initials \_\_\_\_\_