

LIABILITY WAIVER AGREEMENT

This agreement ("**Agreement**") made this day, by and between the person renting / signing this document and / or invoiced hereinafter referred to as the **Smasher**, and Wreck A Room; hereinafter referred to as the **Company**. This agreement is also call "Online Terms"

NOW THEREFORE, in consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

The Smasher holds the Company harmless with liability in all aspects of the equipment that is rented or leased or used. All equipment leased or rented is for rental proposes only and I understand that the Company is not liable for any accidents (s) or damage (s) bodily injury or death; directly or indirectly cause of the rental or leased equipment by the Smasher or any person (s) or damage to property (s) using the equipment and acts of God. The Smasher agrees to indemnify the Company from any claim, loss, and damage to property, consequential damages, loss of income, or any other incidental damages, even those damages caused or not caused by the negligence of Smasher or Company, The Smasher also is responsible for all attorneys fees, court cost, and/or collections fees depending on the action brought as a result of the lease of the equipment as the Company sees fit.

The Smasher is responsibility for all tickets, fines, permits, insurance, and the Smasher agrees to hold the Company harmless for all actions. The Smasher is the only person who may use the leased or rented equipment. The Smasher releases the Company from any liability on any and all equipment that could case death, injury, broken bones or any other injury or damage to property. The Smasher should check with their insurance companies for special event insurance. If the Smasher requested equipment to be setup in an unsafe location or manor against the Companies such as asphalt, concrete, rocks, and any hard surface or any surface that is not soft the Smasher it 100% liability for any damage to property or equipment, or patrons injury. The Smasher is responsibility for all insurance related to the rental of the equipment. The Company will not provide insurance to the Smasher for any reason at any time, and for any event. The Smasher is responsible to provide their own insurance and to cover the equipment and the Company.

Smasher agrees that in all circumstances, The Companies liability shall be exclusively limited to an amount equal to the Balance Due and that the Company shall not be liable for indirect or consequential damages arising from any breach of contract and can not exceed the value of this Agreement or monies paid to the Company. All deposits are non-refundable and any monies paid to the Company are non- refundable. The Smasher understands the Balance Due does NOT include meetings, travel, and other items the Company deems. The Companies pay shall no way be affected it the Smasher ends the event early or if the event is a flop the Company shall be paid per the terms of the contract. Company is not responsible for in jury, broken bones, or death. IF the Smasher cancelled an event or reschedules and event the Company shell keep all monies paid, and it's the Companies' discretion to issue any refunds or store credit. Any money by the Smasher, Smashers Friend, Smashers Company or any other Person (s) associated with the Smashers is NON-REFUNDABLE.

Companies Compensation; The Companies compensation is in no way affected by inclement weather, floods, rains, wind, sun, or acts of God. In addition the compensation shall not be affected if the Smasher allows the Company to leave early or start late based on the Delivery Date & Time and Return Date & Time of this contract the total balance is still due to the Company regardless. The Company shall have a buffer in the Delivery Date & Time and Return Date & Time of the event, due to elements out of control of the Company (i.e. construction, trains, fire, police, medical, road conditions).

Location Of This Agreement; Both parties agree that this Agreement is held in Indianapolis, IN of Marion County of Franklin Township unless otherwise agreed upon in writing or if the Company choices a different venue; to include any court cases, lawsuits, correspondents, or any other legal filings, if the Smasher does not adhere to this Location Of This Agreement then the Smasher will be 100% responsible for the Companies expenses, time, travel, and lawyer fees. In the event of any lawsuits brought on by the Smasher or the Company the Smasher is 100% liable for all Companies expenses, time, travel, and lawyer fees regardless of fault. In the event of any legal action the Smasher can not exceeded the value of the contract or invoice or monies paid. Before I the Smasher understand any legal action, I understand I am required to go to a mediator of the Companies choice, who is Scoot Cooke at 333 East Ohio Street, Indianapolis, IN.

Late Fees & Payment; that the Purchaser shall be held liable for payment on the date of Agreement and the Balance Due to be paid on Date Of Service, a late fee of 1.8%APR of the Total Balance be accrued and/or \$4.50 per month, but will not exceed three (3) times the Total Balance and plus any reasonable attorney's fees, court cost, and collections fees; unless other arrangements have been made in writing. Any and all Credit Card charge backs; or any bad, NSF, or returned checks are subject to a \$45.00 fee per transaction.

REFUND POLICY: No Refund Policy No Exceptions; It is our policy that once the customer has completed a transaction with IndyJump, the transaction is final, and the customer will not be allowed to ask for the refund of the price of the transaction or fee that has been processed. It is again reiterated that NO REFUNDS ARE GIVEN OF ANY CASH OR KIND for any reason whatsoever and all transactions are final. No refund will be given even if the customer is dissatisfied with the transaction for any reason whatsoever. So before making the decision to complete a transaction with IndyJump, customers are advised to read and understand this no refund policy. This no refund policy is hereby communicated to customers to prevent misunderstanding and disputes. By completing your transaction on IndyJump, you acknowledge that you have read and agree to this No Refund Policy.

I AM DOING THIS AT MY OWN RISK!!!

I understand I may get hurt, there will be glass breaking and other dangerous items that may fly up and hit me I understand I DO NOT hold the company liable at anytime for my actions.

**PRINT
HERE**

**SIGN
HERE**

Card Holder / Smasher

Date