



RENTAL AGREEMENT - WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER:

YOU MUST BE 21 YEARS OF AGE TO RENT ANY POURBOX (“RENTAL COMPANY”) EQUIPMENT. ANYONE UNDER 21 YEARS OF AGE MAY NOT OPERATE OR USE ANY POURBOX EQUIPMENT. POURBOX IS NOT AN ALCOHOL DISTRIBUTOR. POURBOX DOES NOT SUPPLY, SELL OR DISTRIBUTE ALCOHOLIC BEVERAGES OR SPIRITS. ANY USE OF ALCOHOLIC BEVERAGES BY UNDERSIGNED OR UNDERSIGNED GUESTS IS DONE AT THE SOLE DISCRETION OF THE UNDERSIGNED AND RESPONSIBLE DISTRIBUTION AND USE OF SAID ALCOHOLIC BEVERAGES IS THE RESPONSIBILITY OF THE UNDERSIGNED.

This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity (“Rental Agreement”) is applicable to all renters, operators, participants, party goers, tailgaters, guests, passengers, and users of equipment provided by Pourbox, LLC. *(For purposes of this Rental Agreement, the term “Company” includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Pourbox, LLC). Although those under the age of 21 are not permitted, the undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to Rental Company all potential operators and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Rental Company.

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF ALL POURBOX EQUIPMENT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF ANY POURBOX, LLC ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. I ASSUME FULL RESPONSIBILITY FOR THE ACTIONS



TAKEN BY MY GUESTS AND/OR ANY PERSON(S), INCLUDING MINORS, THAT WILL BE PARTICIPATING IN THE USE OF THE RENTAL EQUIPMENT.

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING:

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN. AS PART OF THE CONSIDERATION FOR USING THE RENTED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE RENTAL COMPANY FROM ALL CLAIMS.

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING.

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND USERS OF POURBOX EQUIPMENT AND MINOR CHILDREN UNDER THE UNDERSIGNED'S CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF EQUIPMENT PROVIDED BY RENTAL COMPANY, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment from the Rental Company and are capable in all aspects of the handling and operation of such equipment and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) illegal activities; or (d) in violation of the operational safety instructions I received from Rental Company.



This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of New Jersey, the state in which Pourbox, LLC is registered. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and I understand that I am giving up substantial rights in consideration for my use of Rental Company's equipment. I enter into this Rental Agreement freely and voluntarily without any inducement.