

ROLLIN GAMES LLC
PARTICIPATION AGREEMENT, GAMING EQUIPMENT RENTAL AGREEMENT RELEASE AND
LIABILITY WAIVER

This Equipment/Games Rental Agreement (the “Agreement”) is made and entered on the leasing date (the “Effective Date”) by and between Rollin Games LLC (the “Lessor”) legally conducting business within the State of Massachusetts; and the individual leasing the equipment (the “Lessee”); collectively referred to herein as the “Parties.”

1. EQUIPMENT SUBJECT TO LEASE. The Lessor shall rent the equipment (“Equipment” including but not limited to card games, board games and active games) listed herein to the Lessee whom must adhere to the terms and conditions within this Agreement.

2. PAYMENT TERMS. The rental fee is based on a specific rate unique to each equipment in dollars per day, plus any additional fees incurred. Additional charges shall be added in the event the equipment is lost, damaged, missing any parts, or returned later than the date of return. All charges shall commence from the Effective Date of this Agreement. Lessee shall pay to the Lessor an additional service charge per day for each day the equipment has not been returned, in addition to the daily rental fee. Lessor shall invoice the client if applicable on a weekly or monthly basis and all invoices are due upon receipt.

3. RETURNED CHECKS. The Lessee shall be charged thirty dollars (\$30.00) for each check that is returned to the Lessor for insufficient funds.

4. SECURITY DEPOSIT. In addition to the rental fee, for services the Lessee shall pay a security deposit of twenty five percent (25%) prior to receiving any services and at the time this Agreement is signed. This deposit shall be returned to the Lessee upon termination of this Agreement, subject to the option of the Lessor to apply it against any charges or damages incurred. Any amounts refundable to the Lessee shall be paid at the time this Equipment Rental Agreement is terminated.

5. LEASE TERM. This Equipment Rental Agreement shall begin on the effective date and shall terminate on the return date, unless otherwise terminated in a manner consistent within these terms. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee’s expense.

7. CARE AND OPERATION. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

8. ALTERATIONS. Lessee shall make no alterations to the equipment without prior written consent of the Lessor. All alterations shall be property of the Lessor and subject to the term within. Lessor shall have the right to inspect the equipment during Lessee’s normal business hours upon request.

9. MAINTENANCE AND REPAIR. The Lessee shall maintain at the Lessee’s cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items.

10. OPTION TO RENEW. If the Lessee is not in default upon the expiration of this lease, the Lessee shall the option to renew this Lease for a similar term on such terms as the Parties agree upon.

11. DEFAULT. The occurrence of any of the following shall constitute a default under this Agreement:

- a. The failure to make a required payment under this Agreement when due.
- b. The violation of any other provision or requirement that is not corrected within 1 day(s) after written notice of the violation is given.
- c. The insolvency or bankruptcy of the Lessee.



14. ASSUMPTION OF RISK. I acknowledge and understand on behalf of myself and the Participant(s) that there are known and unknown risks associated with participation in Rollin Games, LLC activities and the use of any Rolling Games, LLC equipment that could result in physical, mental or emotional injury including, but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, death, or other bodily injury or property damage. As well as willingly assuming all risks pertaining to the release in the design, location, construction, inspection, maintenance, and repair on or about all games, inflatables and equipment from the Rollin Games, LLC inventory.

15. AGREEMENT TO FOLLOW RULES/INSTRUCTIONS. I agree that the Participant(s), and I shall comply with all rules, posted safety signs and verbal instructions as condition for participation in any activity by Rolling Games, LLC.

16. RELEASE OF LIABILITY. Participants (I, for myself, the Participant(s), and our respective heirs, assigns, representatives, and next of kin) agree to assume the inherent risks and hazards arising from their participation and/ use of Rollin Games equipment, gears, games, and hereby release, waive, discharge, and covenant not to sue, on behalf of themselves and their dependents, heirs, successors, and assigns, Rollin Games, and their officers, directors, employees, agents, affiliates, representatives, successors, and assigns, from any and all liabilities, claims, demands, actions, and causes of action whatsoever, whether in law or in equity, directly or indirectly arising out of, caused by, or related to any loss, damage, injury, harm, or death that may be sustained while participating in any activity that associated with Rollin Games, except for those arising from the gross negligence or willful misconduct of Rolling Games, LLC.

17. INDEMNIFICATION AND DEFENSE. I additionally agree to indemnify Rollin Games, LLC, its owners, officers, their predecessors, parent, subsidiaries and affiliates, officers and employees for any defense costs or expenses arising from any and all liabilities, causes of action, claims, demands, injuries, disability, death, loss or damage arising from participation, except for those arising from the gross negligence or willful misconduct of Rollin Games, LLC.

18. MEDICAL CARE/COVERAGE: If either the Participant(s) or I are injured, I acknowledge that medical assistance may be required, which I acknowledge will be at my own expense or at the expense of my personal insurer(s). I represent and affirm that the Participant(s) and I have adequate and appropriate medical insurance. I understand and agree that Rollin Games, LLC will not pay for any cost or expenses incurred should the Participant(s) or I be injured unless such injury was caused by the gross negligence or willful misconduct of Rolling Games, LLC. I certify that the Participant(s) and I are physically able to participate in all activities at the facility without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that the Participant(s) or I may have. I understand that Rollin Games, LLC assumes no responsibility for providing medical care and/or coverage.

19. ARBITRATION. If there are any disputes regarding this Agreement, I on behalf of myself and/or the Participant(s) hereby waive any right I and/or the Participant(s) may have to a trial and agree that such disputes shall be brought within ninety days of the date of this Agreement and will be determined by binding arbitration before a single arbitrator. I further agree that the arbitration will take place at a location within Worcester County, Massachusetts, and in accordance with the rules of the American Arbitration Association then in effect, and that the substantive law of Massachusetts shall apply.

20. ENFORCEMENT & SEVERABILITY. In the event, that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect.

21. WAIVER Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.

22. FORCE MAJEURE. With the exception of any payment obligations, neither Party shall be liable for failing to perform its obligations hereunder (other than payment obligations) were delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.



23. ENTIRE AGREEMENT. This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties.

24. ACKNOWLEDGEMENT. I hereby acknowledge that I have had sufficient opportunity to carefully read the entire Agreement. I am aware that this is a release of liability and a contract between Rolling Games, LLC and me in which I make knowing and voluntary waivers and releases of related legal rights for myself and the Participant(s). I am of physical ability to participate and am legally competent to understand and complete this Agreement. I hereby execute this Agreement without coercion as written without alteration and sign it of my own free will below.

25. MEDIA RELEASE. I grant permission to Rollin Games LLC, hereinafter known as the “Media” to use my image (photographs and/or video) for use in any media publications including but not limited to the following (videos, email/text blasts, marketing brochures/flyers, newsletters, magazines, general publications, Website and or/Affiliates) as well as any other publications that the named organization finds fitting as pertaining to the business. I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image(s). I accept responsibility and agree to inform all participating members of the consent pertaining to the contents on this form. I agree to release and waive any rights to bring any action or lawsuit against Rolling Games LLC, its owners, members, or employees pertaining to the contents on this form.

26. OFFERING: Rollin Games LLC, offers goods and services for individual and event purposes. Goods can be leased to the lessee individually or the lessee can request for services whereby Rollin Games LLC is expected to provide its services at the requested event location as per the agreement.

IN WITNESS WHEREOF, the Parties here to have executed this Equipment Rental Agreement by a duly authorized representative effective as of the date set forth on the bottom of this Agreement.

