

# PARTYLAND, INC. Damage Waiver Form

The following Damage Waiver Form (“Waiver”) concerns the following:

- [ ] **Upon Inside Delivery of PartyLand Rental Items:** If Customer requires PartyLand personnel to haul any rental items inside, near or behind a place of business, home, garage, permanent or temporary structure: insurance regulations and liability issues require Customer to sign the Damage Waiver below.
  
- [ ] **Upon Vehicle Loading / Unloading at PartyLand:** If Customer desires PartyLand to assist in the loading and unloading of rental items into or from your vehicle, insurance regulations and liability issues require Customer to sign the Damage Waiver below.

**Damage Waiver:** The undersigned agrees to hold PartyLand, its employees and agents, harmless from all claims, liability judgments, attorney’s fees, and repair costs relating to any property damage and/or personal injuries including but not limited to: damage to myself, third-parties, or pets; damage to interior or exterior walls, flooring (carpet, tile, vinyl, wood), ceilings, fixtures, furniture, windows, appliances, electronic devices, etc during the loading or unloading of PartyLand items in/on my personal property or vehicle. This waiver also includes, but is not limited to any damage incurred to your vehicle’s frame, body, doors, bumpers, seats, lights, carpeting, upholstery, windows, etc. This form covers both the pick-up and returning of items to PartyLand.

**Choice of Law:** The undersigned agrees that the site of any lawsuit arising out of or related to this Waiver shall be Utah and that this Waiver will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

**Severability:** If any portion of this Waiver is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

**Attorney Fees:** The undersigned agrees that it shall pay any attorney fees or costs incurred by PartyLand in enforcing this Waiver.

THE UNDERSIGNED HAS BEEN GIVEN FULL AND ADEQUATE TIME TO CAREFULLY READ THESE TERMS AND FULLY UNDERSTAND THEIR CONTENT. THE UNDERSIGNED IS AWARE THAT THIS WAIVER IS A RELEASE OF LIABILITY AND THEIR SIGNATURE HERETO WAS PROVIDED ON THEIR OWN FREE WILL.

Customer Signature: \_\_\_\_\_

Please Print Name Here: \_\_\_\_\_

Contract #: R \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

565 North Main	•	Springville, UT 84663	•	801-489-7777
310 North 850 East	•	Lehi, UT 84043	•	801-653-2806
1930 West Sunset Blvd	•	St. George, UT 84770	•	435-674-7655