

Sleepee Teepee LLC
Madisonville, LA

Equipment Rental, Waiver, Release and Assumption of Risk

In consideration of the equipment furnished by Sleepee Teepee, LLC, a Louisiana limited liability company, and my desire to host an event in my home or selected location utilizing the equipment provided by Sleepee Teepee, LLC (Sleepee Teepee, LLC and its individual members, managers, officers, agents, employees, volunteers, representatives, heirs and estate are hereinafter known as "Sleepee Teepee"):

I, [Signer Full Name], on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

- (a) Agree to use the equipment of Sleepee Teepee in a safe and responsible manner in accordance with the restrictions contained in the Rental Policies Terms and Conditions;
- (b) Acknowledge my duty to supervise participants at all times, including but not limited to minors who must be supervised by an adult; ;
- (c) Am aware of the nature and extent of the potential hazards including death, personal injury, disability, property damage and actions of any kind which may include travelling to or from my home or location of the event selected by me, and risks to children and/or any guests in a camping environment, hosting an event or gathering while utilizing the equipment, and agree to fully and forever waive, release, discharge and indemnify Sleepee Teepee from any and all claims, actions, causes of action, demands, judgments, damages including compensatory, general special, consequential, exemplary and punitive (collectively referred to herein as "Damages"), liability or obligations of any nature of kind, whether known at the time of equipment set up or removal, or which may arise or become known later, which accrue on the account of, or in any way arise out of or in connection the equipment and its utilization;
- (d) Agree to fully and forever waive, release, discharge and indemnify Sleepee Teepee from any and all claims, actions, causes of action, demands, judgments, Damages, liability or obligations of any nature of kind, whether known at the time of equipment set up or removal, or which may arise or become known later, which accrue on the account of, or in any way arise out of or in connection with: (1) any activities with the equipment while under my use, including but not limited to real or personal property losses, theft or cleaning costs; (2) my use of any and all of the equipment regardless of whether such claims are founded in whole or in part upon alleged negligence or the actual negligence of Sleepee Teepee; (3) any claim by a third-party in connection with the equipment; and (4) any claim resulting from my use of the equipment in connection with a party or gathering, including but not limited to any claim related to COVID-19;

- (e) Agree to indemnify and hold Sleepee Teepee harmless from and against any and all losses, liabilities, claims, obligations, costs, Damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly (collectively referred to herein as "Losses"), including but not limited to Losses by third-parties, arising out of, or relating to my acts or omissions while utilizing the equipment;
- (f) Agree to pay Sleepee Teepee for any equipment that is damaged, lost or stolen in an amount equal to the replacement costs of the equipment;
- (g) Acknowledge that Sleepee Teepee will remove its equipment in the event illegal activity is suspected, or if I or any guest is disrespectful to Sleepee Teepee staff. In the event of such removal, I agree to pay Sleepee Tee the full charge of the equipment rental;
- (h) Agree to accept and assume all of the risks which accompany utilizing the equipment and represent that utilization of the equipment is purely voluntary and I elect to utilize the equipment notwithstanding the risks;
- (i) Certify that I have adequate insurance to cover any injury or damage that may occur during my utilization of the equipment, or if not, I agree to bear the costs of such injury or damage to myself and others; and
- (j) Authorize Sleepee Teepee to utilize photographs of the equipment set up in my home or other selected location, which may or may include myself, my family or guests, and I grant permission, without compensation, for Sleepee Teepee to copyright, display, publish, distribute, use, modify and print such images in any lawful manner, including but not limited to, publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image unless I agree otherwise in writing. You may tag Sleepee Teepee in any of your social media posts.

I agree that any legal proceeding shall be filed solely in the Parish of ST. TAMMANY in the State of LOUISIANA and I further agree that the substantive law of LOUISIANA shall apply in that action without regard to the conflict of law rules of that LOUISIANA. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my utilization of the Sleepee Tee equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against Sleepee Teepee on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREE TO ITS TERMS.

_____ (participants printed name, please print legibly)

_____ (age)

_____ (participant's signature)

_____ (date)