



Whitman Events LLC

Terms and Conditions

1. Payment & Deposits

- A 50% deposit is required upon booking, which includes a non-refundable amount ranging between \$50 and \$100.
- The remaining balance is due 7 days before the event and will be collected automatically through the card on file or through e-check.

2. Cancellations & Rescheduling

- A full refund is available for cancellations made **at least 14 days** before the event date (Minus the \$50-\$100 non-refundable deposit)
- Cancellations made between **7-13 days** before the event will receive a **50% refund** or a full credit toward a future event within one year..
- Cancellations made **less than 7 days** before the event are **non-refundable**, but a credit may be applied to a future event within one year.
- Rescheduling is subject to availability. If no suitable dates are available within one year, the credit will expire.

3. Weather-Related Cancellations

- At Whitman Event Co., safety is our top priority. We monitor local weather conditions closely and will assess whether severe weather—such as **high winds, heavy rain, or lightning**—poses a safety risk for your event. **Cancellations due to weather will be a joint decision made at least 24 hours before the event**, based on actual conditions and forecasts.
- If we determine that the event **cannot be safely held**, you will receive a **refund or credit toward a future booking, minus the non-refundable deposit**. If conditions are uncertain but still safe, and you choose to proceed with delivery, the full balance will be due, regardless of how long the equipment is used.
- Final determination of whether the event can proceed due to weather will be made by Whitman Event Co. in good faith.

Please note: Overcast skies or light rain alone do not qualify as grounds for cancellation.

4. Setup & Equipment Use

- The customer is responsible for providing a suitable space with adequate access to power and other necessary facilities.
- A suitable space must be level, free of debris, and provide access to adequate power. If the setup area is deemed unsuitable upon arrival, Whitman Event Co. reserves the right to decline setup without refund.
- Equipment must be used as intended. Any damage due to misuse or negligence will be the customer's responsibility, as determined by Whitman Event Co

5. Liability & Safety

- Whitman Event Co. is not liable for injuries, accidents, or damages occurring during the event.
- Whitman Event Co. is responsible for proper equipment setup; however, once setup is complete, the customer assumes full responsibility for monitoring the equipment and ensuring safe usage. Whitman Event Co. is not liable for injuries resulting from misuse or failure to follow provided guidelines.
- The customer assumes full responsibility for ensuring a safe environment for guests and participants.

6. Permits & Permissions

- It is the customer's responsibility to obtain any necessary permits or approvals required for the event. Failure to obtain required permits does not exempt the customer from payment obligations.

7. Agreement & Acknowledgment

- By booking with Whitman Event Co., the customer acknowledges they have read, understood, and agreed to these Terms & Conditions. Payment of the deposit and/or signed agreement confirms acceptance of these terms.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in inflatables activities, and for other good and valuable consideration, I hereby agree to release and hold harmless Whitman Events, LLC. and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that inflatable activities involve known and unanticipated risks that could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises, and other bodily injuries caused by falls or contact with walls, floors, or other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action that are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs

to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition that could interfere with my safety in this activity, or else I am willing to assume –and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. 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 my Booking Contract and paying the deposit, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing my Booking Contract. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.