



Soft Play Waiver Form

By signing Mama Bears & Co's waiver form on the day/date of your hire, you the "Hirer" will be entering into a Legal Contract with Mama Bears & Co. You the "Hirer" are agreeing to abide by both the Full Terms and Conditions set out by Mama Bears & Co set out on the website (www.mama-bears.co.uk/ts-and-cs) and those detailed below.

The Hirer's responsibility commences on receipt of the hired soft play equipment (here on after referred to as "Hire Equipment") and ends when Mama Bears & Co are in full receipt of all Hired Equipment. The Hirer agrees that he/she will not sell or otherwise part with control of any of the Hire Equipment hired to you.

Please ensure that the following safety instructions and protocol are adhered to at all times:

- 1) It is the sole responsibility of the individual who is hiring the Hire Equipment from Mama Bears & Co to ensure that all necessary steps set out are taken to avoid injuries or damages to the Hire Equipment. The Hirer shall not use the Hire Equipment for any purpose other than that is described in the agreement, and they shall not sub-hire or use the Hire Equipment or allow the Hire Equipment to be used for any unlawful purpose or in any unlawful way.
- 2) Mama Bears & Co accepts no responsibility or liberality for any damages to our Hire Equipment whilst our equipment is under hire to you. The Hirer shall assume full responsibility for any damage to or loss of the Hire Equipment or part thereof, how so ever caused. Where the Hire Equipment is lost or stolen and cannot be retrieved, the Hirer agrees to pay Mama Bears & Co the full manufacturer's cost to replace the lost or stolen Hire Equipment. The Hirer agrees to pay Mama Bears & Co all costs incurred in rectifying the condition of Hire Equipment returned damaged by prohibited items or excessively unclean.
- 3) Mama Bears & Co accept no responsibility or liability for injuries to any personnel caused by misuse of any Hire Equipment. The Hirer agrees that the Hire Equipment is used at the users' own risk. The Hirer hereby agrees to indemnify Mama Bears & Co against claims or proceedings of any sort or in respect of any personal injury whatsoever (including injury of the Hirer).
- 4) The Hirer MUST accept full responsibility for ensuring all children using our Hire Equipment are to be constantly supervised by at least one adult, over the age of 18 and who is NOT under the influence of alcohol or who is intoxicated under the influence of prescribed and/or non-prescribed drugs and/or any other form of intoxicating substance whilst our Hire Equipment is on hire to you.
- 5) ONLY children up to the age of five (5) years old may use our Hire Equipment.



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6) It is the hires and other supervising adult's responsibility to ensure the Hire Equipment does not become overcrowded; limiting numbers according to the age and size of the children using the Hire Equipment, ensuring all children have sufficient room for safe play; avoid large and small children from using the same Hired Equipment at the same time. The Hirer must at all times prevent horseplay behaviour ensuring children do not push, collide, fight or behave in a manner likely to injure themselves or cause injury and or distress to others including but not limited to somersaults.

8) Suitable clothing **MUST** be worn by all children/users at all times as friction burns on soft play equipment can occur. Take extra care in hot weather as the soft play equipment can also become very hot to touch.

9) Should the equipment be used for an event where the public are admitted, whether or not a charge is enforceable either for entrance to the event or for the use of the Hire Equipment, the Hirer agrees that the organisers of the event will sustain suitable Public Liability Insurance (minimum £5m) and that the Hirer accepts full responsibility for ensuring that these policy have been put in place before taking delivery of the Hire Equipment.

10) Should the Hire Equipment be used for a charitable event the Hirer agrees to place a notice to make clear to the general public that all monies collected are for the benefit of the particular charity and that Mama Bears & Co are not responsible for any monies that have been collected.

11) Prohibited Items Terms and Conditions: It is the Hirer's responsibility to ensure that;

A) NO type of footwear is to be worn on any of the Hire Equipment at any time this also includes adults.

B) Socks **MUST** be worn at all times on any of the Hire Equipment this is for both hygiene and health & safety reasons.

C) Smoking or any other type of cooking equipment are **NOT** permitted anywhere near any of the Hire Equipment.

D) NO pets are permitted to be allowed near or on any of the Hire Equipment.

E) Adults are **NOT** permitted to use any of the Hire Equipment.

F) Adults are **NOT** permitted to sit on any of the Soft Play Equipment, the Soft Play Surrounding Borders/Barriers or the Ball Pit Walls as this causes them to lose their shape and firmness therefore causing damage to them.

G) Sharpe objects such as but not limited to jewellery, belts, badges, keyrings, metal studded clothing and any other sharp objects liable to catch on other users/children's clothing **MUST** be removed before they can use any of the Equipment including emptying of any pockets; avoiding injury to themselves or other users/children and to prevent the Hire Equipment from being damaged.



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H) NO coloured dyes objects/items such as but not limited to henna, glitter, silly string, party poppers, confetti and children with face paint on are permitted anywhere near or on any of the Hire Equipment as all of these items CAUSE permanent stains on the Hire Equipment therefore damaging the Hire Equipment.

I) NO food, sweets including chewing gum, drinks or any other form of fluid or liquids are permitted anywhere near or on any of the Hire Equipment therefore eliminating choking hazards and mess.

J) The Hirer will not move the equipment from the premises or from the area set up by Mama Bears & Co, with the exception of an outdoor venue with a pre-determined indoor area in the case adverse weather conditions.

12) The Hirer agrees that any security deposit placed with the booking may be forfeited if this agreement is broken in any way including but not limited to damage and/or heavy soiling.

13) Where a “Contactless set up” occurs (Equipment to be at a venue before the Hirer arrives), the Hirer must agree to all terms and conditions laid out in this agreement no later than 24Hrs prior to the “event”. If no signed agreement is received, Mama Bears & Co hold the right to refuse hire and to cancel the booking. Where this happens, any balance will still be required to be paid in full.

DISCLAIMER

The person/s or organisation hiring this Hire Equipment will be responsible and liable for any damages and or injuries occurring from or as a result of misuse or reckless use of our Hire Equipment. These guidelines set out in both Agreement and online T&C'S are for the safety of all user's using our Hire Equipment, and it is the sole responsibility of the Hirer to ensure they are fully adhered to at all times.

Provided that the Hire Equipment is used in accordance 7 with both the Full and Short Hire Agreement T&C's, those using the Hire Equipment should do so safely.

However, accidents can happen, and Mama Bears & Co cannot accept any responsibility or liability for any injury caused to anyone using our Hire Equipment. I the “Hirer” confirm that I have witnessed the digital copy of this agreement (Found on www.mama-bears.co.uk/ts-and-cs) and the T&C's laid out on the forementioned page upon booking the Hire Equipment, I also confirm I have been given the opportunity to read through this Agreement set out by Mama Bears & Co on the day of the hire before any hire was finalised.



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I understand Mama Bears & Co will leave the set up at my chosen venue, if not a home set up, and I will assume all responsibilities laid out in this agreement and on Mama Bears & Co's T&C's page (found on www.mama-bears.co.uk/ts-and-cs).

I confirm that I the "Hirer" have read all Mama Bears & Co's T&C's and that I fully understand and accept the T&C's as set out by Mama Bears & Co. I am aware that whilst in my possession I am fully responsible for the Hire Equipment supplied by Mama Bears & Co and that I will pay for any losses or damages that may occur, this includes the Hire Equipment being returned in an unacceptable condition, i.e. if there are Prohibited Items on them or if they are returned excessively unclean. I the Hirer understand that I will be expected to pay an additional damage and/or cleaning charges as set out in Mama Bears & Co's Full T&C's.

Soft Play Hire Equipment Supplied to the Hirer

- | | |
|---|---|
| <input type="checkbox"/> Soft Play Shapes | <input type="checkbox"/> Light Weight Tent |
| <input type="checkbox"/> Step & Slide | <input type="checkbox"/> Light Weight Tunnel |
| <input type="checkbox"/> Ball Pit | <input type="checkbox"/> Small Material Teepee |
| <input type="checkbox"/> Plastic Balls (for ball pit) | <input type="checkbox"/> Plastic Slide |
| <input type="checkbox"/> Ride On Car (x___) | <input type="checkbox"/> Bespoke Package Plush Toys |
| <input type="checkbox"/> Animal Hop A Long (x___) | <input type="checkbox"/> Soft Play Rocker |
| <input type="checkbox"/> Soft Foam Floor Matting | <input type="checkbox"/> Other _____ |

I HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET OUT BY MAMA BEARS & CO.

Booking ID (If Applicable): _____

Hire date: _____

Full name of Hirer: _____

Signed: _____

Date Signed: _____