

SUNNY DAYS RENTAL CO.

Sumo Suit Package Policy

This Hold Harmless Agreement is entered into between Sunny Days Rental Co, hereinafter referred to as "Sunny Days," and the undersigned customer, hereinafter referred to as the "Customer".

Sumo Suit Rental: The Customer agrees to rent the 'Sumo Suit Package' from Sunny Days Rental Co for the agreed rental period.

Assumption of Risk: The Customer acknowledges and understands that the use of the sumo suits involves inherent risks, including but not limited to bodily injury, property damage, or other dangers that may arise during the use of the equipment.

Hold Harmless: The Customer hereby agrees to release, indemnify, defend, and hold harmless Sunny Days Rental Co, its officers, directors, employees, agents, and affiliates (collectively referred to as "Released Parties") from and against any and all claims, demands, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising directly or indirectly out of or in connection with the rental and use of the sumo suits, regardless of whether such claims are based on negligence, breach of contract, or otherwise, excepting only claims arising from the gross negligence or willful misconduct of Sunny Days Rental Co.

No Liability for Injuries or Damages: The Customer agrees that Sunny Days Rental Co shall not be liable for any injuries, damages, or losses sustained by the Customer or any third party while using the sumo suits, including but not limited to injuries, damages, or losses caused by accidents, misuse, or malfunction of the equipment.

Rental Protection Plan Exclusion: The Customer acknowledges that Sunny Days Rental Co's Rental Protection Plan does not cover damages or losses related to the sumo suits, or damages to the sumo suit package, accidental or otherwise.

Damage Compensation: In the event that the sumo suits are damaged during the rental period due to the Customer's actions, whether accidental or intentional, Sunny Days Rental Co reserves the right to charge the Customer a fee for compensation. The amount charged shall be determined at Sunny Days Rental Co's discretion, not exceeding \$5000.

Acknowledgment of Risk: The Customer acknowledges that they have read and understood the terms of this Agreement, and they voluntarily assume all risks associated with the rental and use of the sumo suits.

Use of Substances and Company Discretion: The Customer expressly acknowledges and agrees that the operation of the sumo suits while under the influence of substances, including but not limited to alcohol or drugs, is strictly prohibited. It is understood and agreed that Sunny Days Rental Co shall not bear any responsibility or liability for any injuries sustained or property damage caused as a result of a guest's intoxication while utilizing the sumo suits. Furthermore, Sunny Days Rental Co reserves the unequivocal right to exercise discretion in permitting guests to operate the sumo suits, particularly in instances where the Customer or their guests are observed to be visibly impaired due to intoxication. This discretionary measure is implemented

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Sumo Suit Package Policy Continued

as a fundamental component of risk management strategy aimed at ensuring the safety of all participants and safeguarding against potential harm or damage.

Minor Attendance Notice Requirement: If minors will be present at the event, the Customer must provide written notice of this information to Sunny Days Rental Co no less than 72 hours prior to the start of the rental period. Separate waivers will be provided by Sunny Days Rental Co for the attending minor's parental guardians to sign prior to their use of the sumo equipment.

Minors Waiver Provision: By signing this Hold Harmless Agreement, the Customer acknowledges that all guests in attendance at their event will be of age 18 years or older. If minors will be present, written notice of this information must be provided to Sunny Days Rental Co no less than 72 hours from the start of the event. A separate and individual waiver must be signed by each minor's parental guardian prior to their use of the sumo suits. If the Customer creates an environment at their event that allows for a minor to use the sumo suits without signing of the waiver by their parental guardian, the Customer will be solely responsible for any damages, injuries, or likewise incurred or caused by the minor. The Customer acknowledges that Sunny Days Rental Co will be exempt from all liability for the aforementioned situation. If minors are discovered to have been present at the Customer's event and using the sumo equipment without signing waivers or properly informing Sunny Days Rental Co via written notice in advance, Sunny Days Rental Co reserves the right to fine the Customer in the amount of \$500 for negligence. The customer will be required to pay this fine in full within 3 months of the end of the agreed upon rental period. Sunny Days Rental Co may not be held liable for any damages or injuries incurred as a result of this situation, in which minors use the sumo equipment without having parental guardian signed waivers, or proper notice being provided to Sunny Days Rental Co in advance.

Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

The signing of your name at the conclusion of this document indicates your agreement to adhere to the Sumo Suit Package Policy listed above.