

# ENTERTAINMENT on the Move Policies and Guidelines

# LOCATION, EQUIPMENT AND SERVICES PROVIDED

Environmental temperature controlled truck, video game consoles, software for all games and required gaming accessories are provided. We will provide a Game Coach that will monitor and organize game play to ensure that event guests have an opportunity to play in an organized and equitable manner. The customer is required to provide a relatively flat, safe area for parking the EOTM Truck and Trailer. Street fronts are preferable. Our truck and trailer combination will need a minimum of <u>45 feet</u> of space to park. We will park on driveways only if we can do so safely and there is enough room for the truck and trailer to maneuver into the driveway. The required space should be clear and all vehicles moved prior to our arrival.

# STATEMENT OF LIABILITY

I and /or we undersigned, as a representative of the Renting Party named above, do hereby acknowledge that I have read and agree to the terms of this Agreement. Further, I recognize that I am responsible for all equipment provided by EOTM that is used by my guests at the event from the time EOTM completes setup of the equipment to the time EOTM closes down the EOTM and equipment. I agree, on behalf of the Rental Party, to pay for any loss or damage of the equipment incurred as the result of theft, abuse or negligence on the part of my guests. I have read, understand and agree to the terms of this Agreement. EOTM email confirmation confirms you received a copy of EOTM Policies and this contract.

## **CELLULAR NETWORK STRENGTH**

Access to online gaming is dependent upon the strength of cellular network in an area. No refunds will be given due to poor network strength.

#### **Event Images**

*Please inform Entertainment on the Move if you DO NOT allow us to use any images from your party for EOTM promotional activities of any kind.* These pictures may be used in our promotional advertisement – printed or media. Names and other information will never be used in our promotional advertisement.

## **Return Check Fee**

All returned checks will be charged a \$35 return check fee.

#### Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Entertainment on the Move has put in place preventative measures to reduce the spread of COVID-19; however, the company cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the event could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or guests and I may be exposed to or infected by COVID-19 by attending events that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at an event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, company employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the event or participation in event programming ("Claims"). On my behalf, and on behalf of my children and guest, I hereby release, covenant not to sue, discharge, and hold harmless the company, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the company, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event program. Please wear mask while in the truck and when social distancing cannot be maintained. EOTM email confirmation confirms you received a copy of EOTM Policies and this contract.