



**We Keep the Party Moving!**

**Portable Pub**

**361-225-5233**

**portablepartypub@yahoo.com**

## **Wavier of Rights**

### **Alcohol release of liability, waiver of claims, assumption of risks, security deposit information**

The undersigned acknowledges that Portable Pub, LLC ("Released Party"), a duly registered Texas Limited Liability Company, is a party equipment rental service only and not a distributor or wholesaler of alcohol of any kind. The Released Party does not provide or sell alcohol or beer of any kind.

The undersigned acknowledges that by signing below, he/she or it takes responsibility for the alcohol served and consumed and affirms that he/she or it purchased and supplied any and all alcohol that was contained in the rented equipment. The undersigned acknowledge that it is against the law to serve or provide alcohol to anyone under the age of 21 years old.

**The undersigned acknowledges that any alcohol served and consumed is the undersigned's responsibility and he/she or it is solely responsible for any and all damages that could be caused to third parties as a result of said consumption.**

**INTENDING TO BE LEGALLY BOUND**, and in consideration of Released Party's rental of equipment to the undersigned,, hereby acknowledges that he/she or it has carefully read this "waiver and release" and fully understands that it is a **release of liability**. You expressly agree to release and discharge Portable Pub, LLC, and all affiliates, employees, agents, representatives, members, successors, heirs, personal representatives, or assignees (collectively, the "Released Parties"), from any and all claims, basis for claims, demands, suits, actions, causes of action, liabilities, complaints, judgments, or other loss or harm of any nature whatsoever (collectively, "Claims"), known or unknown, suspected or unsuspected, arising directly or indirectly in connection with the rental of any equipment and/or the presence of any rented equipment at the any business, parking Lot, yard, private driveway and/or any other area where rented equipment is utilized and the activities to take place in connection therewith, even if such Claims arise as the result of the active or passive, direct or indirect, negligence of Released Party and/or the other Released Parties.

The undersigned hereby covenants and agrees that he/she or it shall not raise and/or bring any Claims against Released Party and/or the other Released Parties which directly or indirectly relate to and/or arise from the rental of any equipment and/or the presence of the rented equipment at any location and the activities to take place in connection therewith.

The undersigned also agrees to jointly and severally indemnify, defend, and hold harmless Released Party and the other Released Parties from any Claims arising directly or indirectly from any actions or omissions of the undersigned while renting any equipment and the activities to take place **entirely at their own risk** and **assume all risks** of injury, illness or death in connection therewith.

The undersigned acknowledges and agrees that he/she or it has signed this Waiver, Release, and Agreement voluntarily after being provided with a meaningful opportunity to have independent counsel review this Waiver, Release, and Agreement. The undersigned further acknowledges and agrees that he/she or it has carefully read this Waiver, Release, and Agreement and fully understand that it is a **release of liability**.

The Wavier, Release and Agreement shall be governed by the laws of the state of Texas. By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

### **Security Deposit: \$500**

The undersigned agrees to pay an upfront, refundable security deposit of \$500 to The Portable Pub LLC, and further understands that this will be returned to the undersigned within 24 hours of the event, under the assumption that any and all rented equipment, including, but limited to the trailer and all its components are returned in the same condition received by the undersigned. This includes physical damage, missing components, including electrical, audio components, and/or beverage distribution parts. Damage to any of the trailers components or missing pieces, will result in forfeiture of the undersigned's security deposit.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_