

Terms of Use

Ricky Roo & Friends Entertainment (hereafter know as 'Ricky Roo & Friends', 'us', 'we', 'our', 'ourselves', or 'the company') is a children entertainment service provider. The scope of our services are outline on our website and may change on an ongoing basis.

You, the person either using our site or booking our services, (here after referred to as 'the client', 'You' or 'I') accept to be bound by the full term of use outlined below.

This website is owned by Ricky Roo & Friends. By using this site and / or any of our services, you understand and agree to be bound to the terms of use below. If you do not agree to the terms of use then you are not permitted to use this website, or accept or book our services.

Our Services

Ricky Roo & Friends has liability insurance.

For safety reasons, one adult (in addition to any members from our team) must be present for the whole duration that our entertainer is there. It is the responsibility of the client who books with us, to ensure this.

The activities provided in our services to clients, are listed on our website, according to the packages that the client opts for.

Ricky Roo & Friends reserves the right to cancel a booking at any time, even on the day of the booking, for any reason. This may include but is not limited to if we feel the customer exhibits violent, threatening or inappropriate behaviour, if we feel circumstances about the booking have changed to what was agreed, and if we feel it is an unsafe environment to conduct our activities. In the event that we cancel a booking all aspects of this contract will remain fully in force.

Ricky Roo & Friends reserves the right to stop providing its services to the client, even during the allocated time and day of the booking, for any reason. This may include but is not limited to if we feel the customer exhibits violent, threatening or inappropriate behaviour, if we feel circumstances about the booking have changed to what was agreed, and if we feel it is an unsafe environment to conduct our activities. In the event that we cancel a booking all aspects of this contract will remain fully in force.

Any entertainers we provide or have booked you for, can change at any time. You understand that bookings are not made on the basis of specific entertainers, or specific gender, ethnicity, religion, accent, body type, or any other aspect to do with appearance, beliefs or any other individually distinguishing qualities.

All parties are exclusive to Ricky Roo & Friends and all material is copyrighted and the property of Ricky Roo & Friends. The replication of any of its shows or activities is strictly prohibited.

Securing a booking with us

A booking is never finalized until:

- 1) for a private party (birthday, anniversary, etc.) have sent you a PDF Booking Confirmation and finalized your date, no deposit is required.
- 2) for corporations, schools, preschools, fairs & festivals we have received a holding deposit for the requested amount, and an email confirmation in form of a PDF document has been sent to the client, confirming that the deposit has been received, with the email acknowledging that we have the booking date held.

Our Requirements to provide you with our services:

A safe and big enough space for the children and puppet stage (8" wide, 2,5" deep & 6.5" high) to be entertained in. Ricky Roo & Friends is not responsible for the ensuring the safety and appropriateness of the space being used. It is assumed that the client has already ensured this.

One adult (in addition to anyone provided from our team) must be present, for the full duration of our activities. This adult must be visibly present in the same room as where our entertainment is taking place, and in full view of our entertainer.

Cancellation Policy

Only the client who originally booked with us, may cancel the booking.

A booking can be cancelled at any time. In the event of a cancellation, a deposit is only refundable if a booking is cancelled less than 4 weeks before the date of the booking. A booking can be cancelled at any time.

Customers may however be offered the opportunity to rebook for another date using the already paid deposit towards this. Please remember this is subject to our availability.

If cancelling more than 4 weeks in advance then we will refund your deposit, less a \$25 administrative fee.

Our Website

Our site is only permitted for personal use. We do not permit the usage of our site for commercial use. Furthermore, any and all of Ricky Roo & Friends materials and resources on the website are only available for personal use.

Additionally, any content on our site, including but not limited to website text, website content, photos, stationary templates, logos, videos, are the sole property of Ricky Roo & Friends, and commercial use of any of these material is completely prohibited.

Furthermore, duplication, replication, or reposting on to social media, posting onto other online platforms, of any content from our site, is strictly prohibited. This includes but is not limited to website text, website content, photos, stationary templates, logos and videos. The use of photos on our site is especially prohibited as these feature children. The parents of these children have granted permission for these photos to be used by Ricky Roo & Friends, but under

no circumstances are they to be replicated or used for any other purpose other than viewing on the Ricky Roo & Friends website.

Similarly, replication, duplication or reposting of anything with the Ricky Roo & Friends brand or logo, is prohibited. This include but is not limited to company logos and graphics, the Ricky Roo & Friends name, cartoon characters and videos.

Ricky Roo & Friends is not responsible for any content that some may find offensive or misleading or inaccurate. Whilst we go to great lengths to ensure the validity and accuracy of our website content and information, you accept that we are not liable in the event of something being inaccurate, or something on the site being found as offensive or misleading.

Liability

If puppet shows are held anywhere other than your home, we will assume that you have either hired the hall or had permission to use the space, and have deemed the space suitable and safe to use for the types of activities being provided by Ricky Roo & Friends.

Ricky Roo & Friends does not take responsibility for anyone causing damage to a venue or any property that the party is held in. This includes, but is not limited to a home, hired venue or public area.

All of our puppet show packages are appropriate to the age of the children outlined on our website. You should be aware that the activities will not be appropriate for children outside

the specified age range. If you have younger or older children attending the party we would ask that you please ensure that either the parent or an adult supervisor is there to look after them and prevent them from disrupting the activities provided.

You, the client understand that anyone taking part in Ricky Roo & Friends activities may incur falls, knocks, injury, or accidents of any kind. As a result of these risks, you understand that someone may be seriously hurt, disabled or may even die from the resulting injuries. You accept full responsibility for any costs incurred as a result of and/ or personal injury to anyone, including yourself.

You understand that your property and/or public property may also be damaged as a result of Ricky Roo & Friends activities and you accept full responsibility for any costs incurred as a result of damage to private or public property.

You accept that Ricky Roo & Friends assumes no responsibility for providing medical care during the activities, and you will have to pay for any medical care required.

By booking services with Ricky Roo & Friends you understand that you release us from any liability associated with accidents of any kind. This includes but is not limited to accidents occurring to any adults or children. You also release Ricky Roo & Friends from any liability associated with accidents or damage caused to furniture, fixtures or fitting or property of any kind not belonging to that of Ricky Roo & Friends.

FULL RELEASE OF LIABILITY

You, the client, hereby release Ricky Roo & Friends, its employees, agents, officers, and contractors, the providers of any equipment used in the activities, land owners, municipal or governmental providers of use permits, including the State of California, Recreation, and Historic Preservation, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to you, or to any other person or to any property during the duration of services provided by Ricky Roo & Friends, or in any way related to the services Ricky Roo & Friends provides. You also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

INDEMNIFICATION HOLD

HARMLESS AND DEFENSE:

You promise to defend, indemnify, and hold Ricky Roo & Friends and its officers, directors, agents, employees, shareholders, contractors, associates, freelancers, interns, volunteers and representatives harmless from and against any and all claims, demands, breach, liabilities, actions, judgements, losses and expenses, arising out of, or related to Ricky Roo & Friends services, the provision of intellectual property, activities, or any events that occur alongside or in association with Ricky Roo & Friends activities. This

includes but is not limited to: Injury to person or property caused by any of Ricky Roo & Friends services.

In accordance with these promises, you will reimburse the released parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them.

You agree to indemnify Ricky Roo & Friends and its officers, directors, agents, employees, shareholders, contractors, associates, freelancers, interns, volunteers and representatives harmless from and against any and all claims, demands, breach, liabilities, actions, judgements, losses and expenses, arising out of, or related to with intellectual property property provide by you, the client.

Severability

You agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by California law. You agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. You also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

APPLICABLE LAW, FORUM & ATTORNEY'S FEES

This agreement is governed by and shall be construed in accordance with the laws of the state of California, without any reference to its choice of law rules. You agree that any dispute arising from this Agreement or in any way associated with the services Ricky Roo & Friends provides, shall be brought only in Oakland and you agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, you agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

You certify that you have the authority to allow anyone that is present at the time of the event, to participate fully in the services provide by Ricky Roo & Friends. You also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in titled Section 'Release of liability) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to anyone during the activities provide by Ricky Roo & Friends, or in any way related to the activities. This includes, but is not limited to any claim any claim arising from the negligence of the Released Puppet Shows. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement.**

Limited compensation

You agree and fully accept that any compensation given will be limited to the total value of the cost of hiring Ricky Roo & Friends services.

Ricky Roo & Friends reserves the right to terminate this agreement with you at any time. In the event of this happening, you agree to still be bound indefinitely by the full terms of the following sections of this agreement: Cancellation policy, Extreme weather, Our website, Liability, Full release of liability, indemnification hold harmless and defense, Severability, independent contractors, applicable law, forum & attorney's fees, Limited compensation.

You are in your right to terminate this agreement with us at any time. In the event of this happening, you agree to still be bound indefinitely by the full terms of the following sections of this agreement: Cancellation policy, Extreme weather, Our website, Liability, Full release of liability, indemnification hold harmless and defense, Severability, independent contractors, applicable law, forum & attorney's fees, Limited compensation.