

# Rental Contract and Liability Release

Why this big rental contract and liability release? Some of our inflatables cost over \$10,000! So, we are leaving expensive equipment at your home or business and our lawyers and insurance company require us to legally protect the equipment, the customer and ourselves. Before renting an inflatable from us, you must read this contract and liability release and indicate your acceptance of it by downloading, signing, and returning. Thanks for understanding.

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## RENTAL CONTRACT

1) EQUIPMENT, RENT & TERM OF RENTAL AGREEMENT. The undersigned or website user, as lessee (customer) rents from. DBA South Florida Waterslides.

2) SPECIAL INSTRUCTIONS: South Florida Waterslides inflatable unit equipment is reliable. Should the inflatable unit begin to deflate:

I.) If the motor has stopped, check the cord connection at tile outlet near the motor. Remember to keep ONLY 100 foot or less extension cord on the outlet. (Stronger outlets are in the kitchen and laundry rooms.)

II.) If the motor is continuing to run, check the air intake on the sides of the motor for blockage. Check both tubes at the back of the unit for snugness. Retie if necessary.

III.) IF YOU CANNOT CORRECT THE PROBLEM, PLEASE CALL South Florida Waterslides at (954)864-9092 or (954)899-7482

3) GENERAL RULES TO FOLLOW DURING THE USE OF ANY South Florida Waterslides UNIT

A. Only compatible age groups and sizes shall play together on the inflatable unit at the same time. Recommended age groups are 1) ages 4 and under, 2) ages 5-9, 3) ages 10-14, and 4) ages 15 and older. The MAXIMUM guidelines regarding number of riders and weight limits are posted on each inflatable and are to be adhered to.

B. Always ensure that the inflatable unit is not overcrowded, and limit the numbers according to the age and size of the children using it. Try to avoid having large and small children using the inflatable unit at the same time.

C. CHILDREN'S SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED. AS THE LESSEE OF THE INFLATABLE UNIT, THE SAFETY OF ALL RIDERS IS YOUR RESPONSIBILITY! A RESPONSIBLE ADULT MUST SUPERVISE THE INFLATABLE UNIT AT ALL TIMES.

D. Make sure that children are not pushing, colliding, fighting, or behaving in a manner likely to injure or cause distress to others.

E. To avoid neck and back injuries, FLIPS ARE NOT ALLOWED! Please ensure that children are not attempting somersaults, and are clothed appropriately.

F. Persons with a history of back/neck problems or heart conditions are NOT allowed in the inflatable unit. Pregnant women and anyone who is not feeling well should NOT use the inflatable unit.

G. Do not allow anyone to bounce on the front safety step, as a child could easily bounce off of the inflatable and get hurt. The step is only there to assist users in getting in and out of the unit.

H. Climbing, hanging, or sitting on the walls is DANGEROUS and must NOT be allowed.

I. All riders MUST REMOVE THEIR SHOES before entering the inflatable unit. All glasses, jewelry, and badges must also be removed before using the inflatable unit.

J. ABSOLUTELY NO SILLY STRING, SLIME, GLITTER, GLUE, GUM, CANDY, FOOD, DRINKS, SAND, OR OTHER STICKY SUBSTANCES ARE ALLOWED IN THE INFLATABLE UNIT. IF UPON PICKUP, SUCH CLEANING IS REQUIRED, A \$75.00 CLEANING FEE SHALL AUTOMATICALLY BE IMPOSED.

K. No face paints, party poppers, or colored streamers are to be used either on or near the inflatable unit.

L. No pets, toys, or sharp instruments are to be allowed on or near the inflatable unit.

M. Make sure nothing sharp is in children's pockets. Make sure nothing will fall out of their pockets.

N. DO NOT MOVE the inflatable unit from the place where it was installed. If the unit moves, pull the corner back to its original location of installation. CAUTION: Keep the inflatable unit away from swimming pools.

O. No smoking, grills, or flames of any kind are permitted near the inflatable unit.

P. If the inflatable unit is not being used for any part of the day, please switch the blower off at the main.

4) DELIVERY: To the address specified in the quotation, the Lessee grants the lessor the right to enter the property at the said street address ("delivery address") for the delivery and subsequent pick-up of the inflatable unit, at the specified time. Delivery fees apply and are included in the rental fee.

5) TRANSPORTATION EXPENSE: Except as provided herein, all charges in delivering and subsequent pick up of the inflatable unit with respect to the delivery address, are included in the rental fee noted in the quotation. In the event that the inflatable unit is not returned at the appointed time by the lessee, a \$50.00 extra transportation fee shall automatically be imposed.

6) PICK-UP RETURN: All inflatables that are picked up have a specific return date and time. If the inflatable is not returned at or before this time an additional days rental will be charged. This applies to every day the inflatable is late for return.

7) PICK-UP CLEANING: If the inflatable is returned and requires more than normal (vacuuming and disinfecting) use cleaning, an additional \$75.00 will be charged. Normal use cleaning is defined as vacuuming and disinfecting.

8) SAFE OPERATION ACKNOWLEDGEMENT: LESSEE ACKNOWLEDGES THAT HE/SHE HAS BEEN INSTRUCTED ABOUT, AND FULLY UNDERSTANDS; THE SAFE OPERATION OF THE INFLATABLE UNIT THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT, AND LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS. LESSEE ALSO PAYS FULL REPLACEMENT COSTS OF A SIMILAR INFLATABLE IF INFLATABLE UNIT IS DAMAGED OR NOT RETURNED.

9) MAINTENANCE: Lessee agrees to keep the inflatable unit in the same condition as when it was received; ordinary wear accepted.

10) ALTERATION AND ATTACHMENT: No alteration in, or attachments to, the inflatable unit will be made.

11) WARRANTY: Lessor warrants that the inflatable unit leased under this rental agreement will be in good working order on the effective date of the rental agreement. The inflatable unit is supplied and maintained subject to this warranty. The lessors obligation under this rental agreement is limited to repair or replacement of the inflatable unit when the lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and all obligations and liabilities on the part of the lessor for damages including, but not limited to, consequent damages arising out of, or in connection with, the use or performance of the inflatable unit.

12) ENTIRE AGREEMENT: The rental agreement constitutes the full agreement between lessor and lessee. Lessee acknowledges the receipt of the inflatable unit, which is the subject of this rental agreement, in good working order and repair. There will be a \$45.00 fee for returned checks. The lessee's payment constitutes agreement to the Release and Assumption of Risks, this Rental Agreement, and the charges as outlined on the order. A formally signed copy, or digitally accepted copy, must be returned by mail or obtained at delivery prior to inflatable setup or completed online.

13) RELEASE OF LIABILITY: The lessee shall be in charge of the inflatable unit's operation, as well as the return of the inflatable unit in good working order. The lessor and its officers, employees, and agents is/are not responsible for injury occurring to the lessee, or to any other persons using the inflatable unit, and the lessee shall identify the lessor and its officers, employees, and agents from/against any costs incurred due to claims from anyone, and for attorney's fees and related costs involving the use and return of the inflatable unit, should legal action become necessary.

14) TITLE TO JUMP. The lessee agrees to keep the inflatable unit in his/her custody and not sublease, rent, sell, or remove from the delivery address, or otherwise transfer such inflatable unit. Inflatable unit will remain at the property of the lessee, and may only be removed by the lessor at any time after the termination of this rental agreement.

15) INCLEMENT WEATHER POLICY: During periods of severe weather conditions (i.e. rain, high winds, etc.) lessor reserves the right to cancel any and all reservations. If lessor cancels the reservation, no cancellation fee is charged and deposit is refunded. If weather conditions are questionable, lessor will provide lessee with one (1) of the following options:

A.) Keep the scheduled rental. If lessee decides to keep the unit for the term of the rental agreement, there will be NO REFUNDS due to inclement weather.

B.) Canceling the scheduled rental. If lessee decides to cancel, a \$50 cancellation fee per unit will apply. C.) Rescheduling the rental. If lessee decides to reschedule, the rescheduled date must be within six (6) months of the original event date.

16) CANCELLATION POLICY: If lessee decides to cancel for reasons other than inclement weather (see 13), 50% of the rental fee will be forfeited.

17) GAMES: The lessee agrees to use games provided by South Florida Waterslides in a safe and responsible manner. Supervision for these games is required, and is the responsibility of the lessee. South Florida Waterslides is not responsible for any injury that may occur while games are in the possession of the lessee.

18) DAMAGES: If any of the products supplied by South Florida Waterslides are returned damaged, a replacement cost will be charged and is to be paid IN FULL by the lessee at the time of pick-up. A receipt of cost will later be provided to the lessee by South Florida Waterslides upon the replacement purchase of the damaged item, as proof of the replacement cost.

THE PERSON(S) OR ORGANIZATION RENTING THIS INFLATABLE EQUIPMENT, AND OTHER PARTY SUPPLIES, WILL BE RESPONSIBLE I LIABLE FOR ANY DAMAGE OR INJURY OCCURRING FROM, OR AS A RESULT OF, MISUSE OR RECKLESS USE. THESE GUIDELINES ARE FOR THE SAFETY OF ALL PEOPLE USING THIS EQUIPMENT, AND IT IS THE SOLE RESPONSIBILITY OF THE LESSEE TO ENSURE THAT SAID GUIDELINES ARE FULLY ADHERED TO AT ALL TIMES.

**By using this website, and submitting your online reservation, or by your signature, you agree to accept the terms of this rental agreement.**

South Florida Waterslides IS DETERMINED TO PROVIDE THE BEST SERVICE IN THE INDUSTRY. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THAT THE UNIT IS PROPERLY STAKED DOWN AND IN REASONABLE AND CLEAN CONDITION. IF YOU FEEL THAT THIS HAS NOT BEEN ACCOMPLISHED, PLEASE SPEAK WITH THE DRIVER OR CALL US AT (954)864-9092 or (954)899-7482

THANK YOU FOR YOUR BUSINESS

## **LIABILITY RELEASE**

**ASSUMPTION OF RISKS** The lessee (customer) understands and acknowledges that the activity to be engaged in through rental of an interactive amusement game(s) and/or other amusement equipment such as jump houses, brings with it both known and unanticipated risks to its guests, its invitees and itself. Those risks include but are not limited to falling, slipping, crashing and colliding, which could result in injury, illness, disease, emotional distress, death and/or property damage to lessee or their guests and invitees.

**LIABILITY RELEASE** The lessee voluntarily releases, indemnifies and agrees to hold harmless and discharge South Florida Waterslides (hereinafter collectively referred to as South Florida Waterslides or lessor), from any and all liability, claims, demands actions or rights of actions, whether personal to itself or to a third party which are related to, arise out of or are in any way connected with the rental of the interactive inflatable unit including those allegedly attributable to negligent acts or omissions. The lessee agrees to reimburse any reasonable attorney's fees and costs that may be incurred by South Florida Waterslides in the defense of any such liability claim, demand, action or cause of action.

In the event that the lessee files a cause of action against South Florida Waterslides the lessee agrees to do so solely in the state of Florida and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or OTHER liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented, or else lessee agrees to bear the costs of any such injury or damage to itself.

**Rules** Lessee agrees to supervise both the equipment and its use at all time said equipment is in the possession of the lessee. Accompanying this contract is a set of directions for use and safety rules that lessee agrees to follow and utilize at all times during the operation and use of the interactive inflatable game.

**The lessee acknowledges and certifies that it has had sufficient opportunity to read this entire document, and understands its content and that it was executed freely, intelligently and without duress of any kind and agrees to be bound by its terms.**

**By using this website  
[www.SouthFloridaWaterslides.com](http://www.SouthFloridaWaterslides.com) , and  
submitting your online reservation via email or in  
person, or by your signature, you agree to these  
risks and this liability release.**