

Kajun Fun Jumps & Party Rentals

Rental Agreement

Page 1 of 6 _____

SECTION I: GENERAL PROVISIONS

Operation

1. I / We (print names) _____ warrant and guarantee that I / We have the right/permission of the owner of the property to use the equipment I have rented from (Kajun Jumps).

2. I / We agree to provide a safe environment for the use of all items being rented and any equipment by ensuring continuous supervision by competent adults. I / We agree to take full responsibility to follow the "rules of use" operation instructions and setup requirements and take all precautions to protect the equipment from damage and misuse, and to protect any anticipated user of any rented equipment or any person that may reasonably be in the immediate area of the rented equipment while in use.

3. I / We understand and acknowledge that the activity to be engaged in through the rental of an inflatable ride, interactive amusement device, dunk tank, carnival style games, activity equipment and/or any other items being rented, brings with it both known and unanticipated risks to myself, my guests, and to my invitees. Those risks include, but are not limited to falling, slipping, crashing, colliding, burning, cutting, broken bones, and could result in injuries to eyes, nose, mouth, or limbs, illness, disease, emotional distress, death and/or property damage to myself and/or my guest and invitees.

4. I / We understand and acknowledge that professional food concession equipment offered by (Kajun Jumps) may employ extremely hot cooking surfaces, scalding hot liquids, high speed rotating cutters, fast moving parts, high voltage electricity, powerful mechanical drives, open flames and other hazards. Improper use, proper use, or unforeseen mechanical failure may result in serious burns, cuts, loss of digits, loss of vision, broken bones, illness, disease, emotional distress, death and/or property damage to myself and/or my guests and invitees.

5. I / We agree to hold harmless and indemnify (Kajun Jumps) and their agents and representatives for damages or injury to persons and property resulting from the use and rental of equipment provided by (Kajun Jumps). In the event (Kajun Jumps) should institute suit in court in connection with any disputed matter relative to this contract, or in the event a suit is brought against (Kajun Jumps), arising out the use and rental of any equipment provided pursuant to this contract by (Kajun Jumps), I / We shall be liable for all attorney fees and costs (Kajun Jumps) may reasonably incur. *I/We hereby agree to any disputes, controversies or claims arising out of this agreement whether or not for cause, including but not limited to claims arising under any and all Federal and State laws and all common law or statutory tort or contract claims shall be resolved and exclusively through final and binding arbitration. Arbitration shall be before an arbitrator selected from a list of (7) arbitrator names from the National Academy of Arbitrators or JMAS. The parties shall alternatively strike names on the list with the party requesting arbitration striking first. The decision of the arbitrator will be final and binding upon the parties. The result of the arbitration shall be final and binding and arbitration shall be the only method for dispute resolution between the parties and the parties waive their right to bring a lawsuit into a jury to resolve any dispute.

6. I / We agree that in the event of an accident, injury, or emergency we will cease operations immediately and contact (Kajun Jumps) promptly after any necessary emergency action is taken. (Kajun Jumps) can be contacted directly at (337-321-1321).

7. I / We understand that although (Kajun Jumps) carries a general liability insurance policy, I / We should in no way rely upon said insurance to provide any coverage for any accident or injury caused using any (Kajun Jumps) rented equipment.

8. (Kajun Jumps) does not guarantee any equipment to be free of cosmetic, manufacturers, nor other defects that may affect the safety or operation of the equipment.

9. I / We acknowledge that in the event any rental equipment is damaged or destroyed, I / We are liable for its repair or full replacement cost.

Payment and Cancellation Policy

1. In order to hold a reservation, a deposit of \$ 100 is required within 24 hours of reservation. The balance is due before delivery.

2. I / We agree to provide at least (7) days' notice to Kajun Jumps) in the event of a cancellation of the planned activities. Failure to notify (Kajun Jumps) of cancellation may result in a cancellation fee. All payments including deposits are **NONREFUNDABLE**. An in house credit is only given if 7 days notice is received for cancellation. Customers must give a 24 hour cancellation notice for bad weather in order to receive a raincheck.

3. In the event of rain and/or strong winds such that the equipment cannot be safely used, Kajun Jumps may cancel delivery without penalty prior to event/party delivery time. For inclement weather cancellations, the deposit/payment will be issued as a raincheck and credited to a newly scheduled date, provided the desired equipment and dates are available.

4. (Kajun Jumps) retains the right at its discretion to not leave all or certain equipment at my / our premises due to space constraints, ground conditions, unsafe location or condition, inclement weather forecast, or any other reason which (Kajun Jumps) has the sole right to ascertain.

Setup Requirements – General

1. Renter is responsible to ensure that sufficient grounded electrical outlets are available within 50 feet of each piece of equipment as applicable. Extension cords provided by (Kajun Jumps) may only power equipment. In the event of electrical failure, or unavailability of suitable power (Kajun Jumps) will issue no refunds or credits. (Kajun Jumps) may have generators available at an additional charge if electrical availability is a concern. Customers are subject to an additional charge of \$20 for all service calls due to electricity. If your unit is plugged into a GFI circuit and it trips resulting in flooding of the unit from rain \$75a flooding fee will be applied.2. If at (Kajun Jumps) sole

discretion no suitable location can be found for any equipment, as outlined herein, the equipment will not be used and there will be no refund.

3. I / We agree that if any provision of the user instructions or rules set forth herein by (Kajun Jumps) are not followed, the equipment, inflatable unit, attraction, concession equipment, dunk tank, game, or any other equipment provided by (Kajun Jumps) the rental shall be terminated absent of refund.

4. I / We acknowledge that landscaping, yards, decorative lawn fixtures, or other related items may be damaged because of the use of any equipment (Kajun Jumps) provided pursuant to this contract. (Kajun Jumps) is not responsible for any damage.

SECTION II: INFLATABLE UNITS & ATTRACTIONS

In addition to all rules and provisions set forth here above, the following applies specifically to inflatable units and attractions.

Set-up Requirements / Inflatable and Attractions

1. Inflatable devices must be set up over a smooth, flat surface. The area must be clear of rocks, debris, animal waste, and other objects, which may interfere with the use of or damage (Kajun Jumps) equipment. The unit must always have a minimum clearance of 5 feet on all sides. Contact (Kajun Jumps) for overall dimensions of specific units. By signing this contract, you are releasing (Kajun Jumps) from any liability regarding any damage that may occur to water, sewer, drainage, gas lines, etc. You as customer/signer are responsible for instructing any representative of (Kajun Jumps) to any obstructions or buried lines in or around the set-up area. (Kajun Jumps) is in no way held liable for damage or repair.

2. If equipment must be placed on hard surfaces such as concrete, blacktop, or a gymnasium floor, (Kajun Jumps) must be notified in advance. This is to ensure proper availability of weights, surface padding and overall suitability. Additional charges may apply.

3. Equipment must be anchored prior to use. Anchors may not be moved or adjusted by anyone other than (Kajun Jumps) personnel. Equipment shall not be relocated during the activities unless prior notice is given to (Kajun Jumps) and its representatives are afforded an opportunity to move the equipment as deemed necessary and feasible. Fees may apply.

4. Renter agrees to provide sufficient night lighting in the event the activities are held or continue into the evening hours. Set up time is approximately one half-hour prior to the time booked unless other arrangements are made.

5. (Kajun Jumps) has sole discretion to ascertain whether location for the set-up is proper. If (Kajun Jumps) at his or her sole discretion ascertains that there is not a safe nor proper location, nor proper operation, the item will not be used. There will be no refund.

Additional Rules of Use / Inflatable Units

1. An attendant 18 years of age or older is always required. Do not operate any equipment without a responsible attendant.

2. Attendants must read and understand all operation manuals and user instructions. Rules of use will be printed on safety labels and will be verbally given to renter or attendant.
3. All users must be of similar size and strength when using interactive inflatables. Follow bounce capacities posted with each unit. Users must follow instructions of (Kajun Jumps)
4. All users must be physically able to participate in activities without assistance. Adults may not "carry" or otherwise assist toddlers or infants up climbing surfaces.
5. Remove shoes before entering.
6. Remove eyeglasses, contact lenses and any sharp objects. No necklaces, beads, pins, buckles, or jewelry.
7. The use of rafts, noodles, or any other device, other than ones provided by (Kajun Jumps), to assist riders in going down the slide is prohibited. Using these types of devices could cause serious damage.
8. Do not climb netting or other containment surfaces.
9. Flips, wrestling, and horseplay are prohibited on and around the units.
10. Do not allow all users to run in the same direction to avoid tipping the bounce.
11. Do not allow users to come into contact with each other.
12. No face paints allowed in/on inflatables.
13. Persons who are physically impaired, injured, wearing casts, have heart conditions or are pregnant should not use inflatable amusements.
14. No use of any other type of soap, baby oil, lotion, fireworks, candy, food, soda, or silly string on or around inflatables. (Silly string will melt the vinyl and cause serious damage). A \$150-\$500 per unit cleaning fee will be charged to the customer if the use of any of these types of items are found on or in the units. If silly string is found on or around the unit, the customer must be aware that the unit could be stained and need to be replaced. Repair and Replacement Cost of Unit with Silly String will be at customer's expense.
15. Absolutely NO adults on Bounce House Combos or Bounce Houses for any reason. These units are specifically designed for children. No children over the age of 18. In the situation where it is found that the rules are not being followed or abused, (Kajun Jumps) reserves the right to pick up equipment immediately with NO refund due to the customer. If it is found that any bounce house is NOT being supervised according to the rules and guidelines listed in this contract, (Kajun Jumps) reserves the right to pick up equipment immediately with no refund due to the customer.
16. Use caution when sliding down any of the water slides. DO NOT JUMP from the top or bounce on the top of the slide platform. Always sit down and slide from the face forward position. DO NOT go down face first on your belly, DO NOT go down backwards. One person down the slide at a time, make sure one person is going up the

stairs at a time. No more than two users total on a slide at one time. Make sure that the pool or landing pad at the bottom is clear and no one is present before sliding down.

17. A dry unit MUST stay dry. If it is found that you have used water on a unit that you rented dry there will be a \$100-\$500 cleaning charge immediately charged to your credit card on file.

18. Customer is aware that if a unit is left at a residence or location overnight, Renter/Organization is FULLY responsible for the unit until (Kajun Jumps) returns to pick up the unit. Renter/Organization is also responsible for any damages that might occur overnight by outside pets, vandals, etc.

19. ABSOLUTELY NO ANIMALS OF ANY KIND IN OR AROUND THE RENTED UNIT.

20. Any altercation to the water hose/ mister hose will result in an automatic charge of \$75 to credit card on file.

ACKNOWLEDGMENT AND AGREEMENT

I / We, _____, hereby acknowledge that we have read and fully understand the Kajun Jumps rental contract; that we will abide by all its terms and conditions; and that we have read and understood all user instructions provided by Do the Happy Bounce. We fully understand the potential for unanticipated danger associated with use of all equipment provided by (Kajun Jumps).

I / We have read and understand, and agree to abide by, all the terms of these contract pages 1-6.

Name of Renter Organization

_____ Date: _____

Signature of Renter _____ Date: _____

Kajun Jumps/Cheree Burges _____ Date: _____

(Business Name), Owner (name)

Equipment Rented: _____

Kajun Fun Jumps
ACKNOWLEDGEMENT OF RISK
ACCEPTANCE OF RESPONSIBILITY
RELEASE OF LIABILITY

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING.

DUTY OF PARTICIPANTS: It is recognized that some recreational activities conducted by (Kajun Jumps) are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by (Kajun Jumps) referred to hereafter as (Kajun Jumps) I hereby covenant and agree not to

- (a) Implement or engage in any act which shall interfere with the running or operation of this rental when such activities conform to the rules and regulations of the State of Louisiana.
- (b) Engage or recommend the use of (Kajun Jumps) equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely with instructions until I have requested and received sufficient instruction to permit safe usage.
- (c) engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to or causes injury to any one person.
- (d) embark in any self-initiated activity without first informing (Kajun Jumps) of my intentions or receiving permission from (Kajun Jumps) to engage in such self-initiated activity.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I acknowledge and understand that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness, or disease, physical or mental, or damage to myself, to my property, or to spectators or other third parties. I, being aware that this activity entails risk or injuries to myself and a risk or injury to spectators or third parties because of my actions, expressly agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity. I also agree to pay for any damages caused by others (including attorneys' fees or costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the known and unknown risks.

RELEASE: In consideration of the services and property provided, I, for myself and any minor children for which I am the parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release (Kajun Jumps), its principals, directors, officers, agent, employees and volunteers from any liability and waive any claim for damages arising from any cause whatsoever. I further agree to reimburse you for all attorney's fees and costs should I bring a legal action against you and lose.

ENTIRE AGREEMENT: I understand that this is the entire agreement between myself and (Kajun Jumps), its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employees of (Kajun Jumps) or by me.

My signature below indicates that I have read this entire document understand it completely and agree to be bound by its terms. **ACKNOWLEDGEMENT OF RISK ACCEPTANCE OF RESPONSIBILITY, RELEASE OF LIABILITY**

_____ DATE _____
SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT OR GUARDIAN (If Participant is under 18)
(IF PARTICIPANT IS UNDER 18)

SAFETY OPERATING INSTRUCTIONS

- Children's safety depends on the presence of an operator. Always have the inflatable amusement device supervised by an operator who has received and understands the safety rules.
- DO NOT set up near swimming pools.
- Keep an age and size of riders comparable. Extra caution is needed for children ages three and under. Never allow older kids to bounce with children three years of age or younger.
- No one should be permitted to jump if weight exceeds the indicated amount.
- Individuals with head, neck, back and other muscular, skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted at any time.
- Number of participants should be limited to the number specified on the label.
- Absolutely no pets are allowed at any time.
- DO NOT allow climbing on the inflatable or netting equipment by anyone inside or outside of the inflatable amusement device.
- DO NOT allow anyone to jump on the inflatable near the door.
- No flips, wrestling or extreme horseplay is allowed.
- DO NOT allow riders to bounce closer than four feet from each other.
- Keep riders from putting netting in their mouths.
- NO food, drinks, gum, candy, confetti or trash in or around the inflatable.
- DO NOT allow any silly string in or around the inflatable, it will damage the inflatable.
- NO one is allowed on the ride while it is being inflated or deflated.
- Persons not following the safety rules should be asked to leave.
- DO NOT spray water in/on the bounce houses/jumpers or dry slides ride for any reason.
- Keep inflatable plugged in and blown up even on overnight rentals.
- DO NOT allow anyone to put fingers/hands or any objects into the fan intake, motor, motor housing or outlet when running.
- Check the blower/inflation tube regularly to ensure there is not any excessive leakage.
- Only one person may slide per sliding area.
- Do not slide head first.
- Do not jump or dive in the slide.
- Only one person per lane on obstacle courses and slides.
- The landing area of a slide must be clear before the next person begins to slide down.
- Operator should be present at the climbing area to help climbers or remove those who are not capable of climbing.

Initials_____

**Kajun Fun Jumps & Party Rentals
Credit Card Authorization Form**

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other
Cardholder Name (as shown on card):
Card Number:
Expiration Date (mm/yy) & CVV(Security code on back):
Cardholder ZIP Code (from credit card billing address):
Email:

I, _____, authorize Kajun Fun Jumps & Party Rentals/Cheree Burgess to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account. I understand that my card may be charged for damages or if the unit is not returned clean and in good order without notice or prior approval.
ALL PAYMENTS ARE NONREFUNDABLE!

Customer Signature _____ Date _____