Inflatables Permit Agreement

Elizabeth Park and Recreation District P.O. Box 434 Elizabeth, CO 80107

303-646-3599 / info@elizabethpr.com / www.elizabethpr.com

*Required

| * | | | 45 . () | <i>c</i> = . | |
|------------------------------|---|-----------------|--------------------------|--------------------|-----------------------------|
| *Today's Date: | | | *Date(s) and Time of | of Event: | |
| *Bounce house/s | to be Permitted (Circle one): | | | | |
| | Jungle Bounce Ho | | 1 Combo Gladia | ator Arena | |
| *Location of Even | t: | | Expected Attendan | ce: | |
| | | | | | |
| Name of Organiza | tion / Party: | | *Phone: | | |
| | | | | | |
| *Nama & Addrass | of Organization / Party Rep | rocontativo: | | | |
| Name & Address | or Organization / Party Kepi | esentative. | *Email: | | |
| | | | *Email: | | |
| | | | | | |
| | | | | | |
| Purpose of Event: | | | | | |
| If Rirthday Packag | e, please select cake flavor a | nd frosting: | | | |
| | • | | | | |
| Cake: | Chocolate / Vanilla | | : Chocolate Buttercro | eam / Vanilla B | uttercream |
| Total Foor ¢ | Paid \$ | <u> </u> | | | Dato |
| Deposit \$ | Paid \$ | Date | Paid Ş Date | Returned | Date Shredded Date: |
| Notes: | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Deposit/ | Payment/ | Cancelation Pol | icy | |
| Booking fee of \$50 de | ue when permit is submitted. Bo | ooking fee app | olies towards permit fee | s and is non-refui | ndable. |
| Deposit: Deposit(s) w | vill not be returned until any iss | ued kev(s) or e | equipment are returned | d to Park Office. | |
| | e made 15 days prior to event. | , , | | | |
| | • • | | ing for Composition wi | thin 24hua na nafi | unda Canaalatian aana |
| | tion over 24hrs refund of all fee weather, all fees may be place | | | | unds. Cancelation same |
| | Office to make arrangements fo pick up for an additional fee (Se | | | om office. Elizabe | th Park and Rec District is |
| District Employee | Signature: | | | Date: _ | |
| Organization / Pa | rty Representative Signatu | ıre: | | Date: | |

INFLATABLES WAIVER OF LIABILITY FORM

Elizabeth Park and Recreation District PO Box 434, 34201 County Rd 17 Elizabeth, CO 80107 Each part of this form must be completed to participate

PART 1. RELEASE/INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE

- 1. NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your participation in an Elizabeth Park and Recreation District (EPRD) program, now or any time in the future.
- 2. I HEREBY ACKNOWLEDGE AND AGREE that use of EPRD inflatables has inherent risks including potential injury and death. I have full knowledge of the nature and extent of all the risks associated with my use, as well as the use by all individuals in my party who may use the inflatables during the period for which I have permitted the inflatables from EPRD. These risks include but are not limited to:
- 1. All manner of injury resulting from falling, tripping, or colliding with objects and other individuals;
- 2. Weather related risks that may exist or arise during my use;
- 3. The malfunction of equipment or supplies during my use whether owned by the District or other parties;
- 4. Being struck by equipment or supplies, natural objects, or other individuals.

I further acknowledge that the above list is not inclusive of all possible risks associated with my group's use of EPRD inflatables and that the above list in no way limits the extent or reach of this release and covenant not to sue.

3. RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE. In consideration of my decision to permit inflatable(s) from EPRD, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE the Elizabeth Park and Recreation District, its officers, agents, sponsors and employees from any cause of action, claims or demands of any nature whatsoever, including but not limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may now have, or have in the future against EPRD on account of personal injury, property damage, death or accident of any kind, arising out of, or in any way related to my decision to permit EPRD inflatables, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Elizabeth Park and Recreation District, its officers, agents, and employees.

In consideration of me permitting inflatables from EPRD, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the Elizabeth Park and Recreation District, its officers, agents and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my decision to permit EPRD inflatables. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in my decision to permit EPRD inflatables for my event, and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I, or any member of my party sustains while using EPRD inflatables and that by this agreement, I am relieving the EPRD of any and all liability for such loss, damage or death for myself and any member of my group.

I further certify that I and the other members of my group are in good health and that I have no physical limitations which would preclude my safe use of EPRD inflatables.

I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding, and I certify that I am signing this agreement, after having carefully read it, of my own free will.

| IN WITNESS WHEREOF, this instrument is duly exe | ecuted in Elizabeth, Colorado, on | Today's date |
|---|-----------------------------------|---------------|
| Organization / Party Representative Signature | Printed Name | Date of Birth |
| Address City State Zip Phone Number | | |

Safety Operating Instructions For Inflatable Ride Operator:

- Children's safety depends on the presence of an operator. Always have the inflatable unit supervised by an operator who has reviewed and understands the safety rules.
- Be sure to set inflatable up on level ground
- Do not setup near swimming pools.
- Keep 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 and under.
- No one should be permitted to ride the unit if weight exceeds 200 lbs.
- Individuals with head, neck, back or 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 on or in the unit at any time.
- Number of users should be limited to the number specified on the label located on the back, side of the inflatable near the air tube, and should never exceed 10 users
- Absolutely no pets are allowed on or by the unit at any time.
- Do not allow climbing on the outside of the unit or netting of the unit by anyone
- Do not allow anyone to jump on the inflatable near the door of the unit.
- No flips, wrestling, diving or extreme horseplay is allowed while on the inflatable.
- Do not allow users to bounce closer than four feet from each other.
- Keep users 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 unit.
- No one is allowed on the inflatable while it is being inflated or deflated.
- Inflatable must be properly anchored prior to and during operation.
- Persons not following the safety rules should be asked to exit the inflatable
- Do not spray water on the ride for any reason.
- If wind becomes excessive (15 mph or more), unload occupants and deflate the ride immediately.
- Do not allow anyone to put fingers/hands or any objects in to the fan intake, motor, motor housing or outlet when running.
- Check stakes / anchors regularly to ensure the inflatable remains secured.
- Check the blower/inflation tube regularly to ensure there is not any excessive leakage.
- Inspect the inflatable before each use.
- Always exit the inflatable legs first.
- Remove all loose and dangling jewelry and/or clothing, bracelets, watches, eye glasses, earrings and any sharp objects before entering the inflatable.
- Remove shoes before entering the inflatable.
- Absolutely no diving on or within any inflatables
- If the bouncy house gets spilled in/on for any reason, please clean with water and wipe dry with towel immediately! Solvents can damage vinyl, do not use anything other than water to clean up spills.