## Big Time Bounce and Party Rentals Inc - Rental Agreement and Liability Waiver

## <u>Contact Information</u> Angela Labrie | 207-212-9904 | bigtimebounceandpartyrentals@gmail.com

Customer	Information
Cabtonie	mommenon

Name	Date
Address	Drop Off Time
City, State, Zip	Pickup Time
Phone	Email

## Safety Instructions

It is the responsibility of the person or organization renting this inflatable equipment to ensure that all necessary and possible precautions are taken to avoid injury to people or damage to the inflatable equipment. Please make sure that all of the following safety instructions are followed:

- 1. A responsible adult must supervise the inflatable equipment at all times. DO NOT LET CHILDREN PLAY ON THE INFLATABLE EQUIPMENT WITHOUT ADULT SUPERVISION.
- 2. If the inflatable equipment comes with additional safety and operating instructions, they should be read prior to use.
- 3. The inflatable equipment shall not be set up or used if it is raining or if there is a threat of inclement weather or there are wind gusts over twenty (20) miles per hour.
- 4. Periodically inspect tie downs and ground anchors to make sure they are properly secured. If indoors make sure that the unit has not shifted.
- 5. Do not allow anyone to bounce on the front safety step as this is dangerous. Prevent obstruction of entrance.
- 6. Do not allow anyone to be on the inflatable equipment during inflation or deflation as this dangerous.
- 7. Adhere to recommended weight or user capacity. Always ensure that the inflatable equipment is not overcrowded and limit the number of people using the inflatable equipment at any given time according to the age, size, and weight of the children using it.
- 8. Avoid large and small children from using the inflatable equipment at the same time.
- 9. No pushing, colliding, fighting, horseplay, or behaving in a manner likely to injure users of the inflatable equipment or the inflatable equipment itself.
- 10. No pets, toys, or sharp instruments on the inflatable at any time.
- 11. No food, drink, or chewing gum is allowed on or around the inflatable equipment. This will avoid a choking risk and keep the unit clean (if the inflatable equipment is collected in a dirty condition then the person renting it will incur a cleaning charge of \_\_\_\_\_). For purposes of this paragraph, a dirty condition shall not include ordinary wear and tear.
- 12. Shoes, glasses, jewelry, and badges must be removed before using the inflatable equipment to avoid injury to people using the equipment and hard to the inflatable equipment itself.
- 13. No face paints, party poppers, colored streamers, or silly string is to be used either on or near the inflatable equipment as these will cause damage to the inflatable equipment that cannot be repaired.
- 14. No smoking on or around the inflatable equipment.
- 15. No barbeques on or around the inflatable equipment.
- 16. No alcohol or illegal drugs should be consumed prior to or during use of the inflatable equipment.
- 17. No mobile phones shall be brought onto the inflatable equipment.
- 18. Climbing, hanging, or sitting on walls of the inflatable equipment is dangerous and must not be allowed.
- 19. Do not allow anyone to attempt somersaults.
- 20. Clothing should not be loose fitting and should be tucked in while using the inflatable equipment.
- 21. Pockets must be emptied upon entering the inflatable equipment
- 22. 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 in the inflatable equipment at any time.
- 23. In the event that the blower stops working, please ensure all users get off the inflatable equipment immediately and calmly. Check your breaker(s) and make sure the blower tube or deflation tube has

not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off at the mains, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately at the above number.

## Liability Disclaimer

- 1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).
- 2. Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold Big Time Bounce House and Party Rentals Inc., as well as its owners, officers, employees, and agents, harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to Big Time Bounce and Party Rentals Inc. for the rental.
- 3. Customer agrees to Company right to enter premises of Customer at any time to repossess said equipment.
- 4. Customer agrees to reimburse Big Time Bounce and Party Rentals Inc. for all attorney fees, an amount not less than fifty percent (50%) of all sums due, court cost and expenses incurred by Big Time Bounce and Party Rentals Inc. to enforce collection or to preserve or enforce rights under this contract.
- 5. Customer agrees not to loan, sublet, or otherwise depose of equipment or use it at any other location.
- 6. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
- 7. If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay four thousand dollars (\$4,000.00) to Big Time Bounce and Party Rentals Inc.
- 8. Customer agrees to ensure that all users (and users' guardians) of the rental equipment sign liability waivers.
- 9. There are no warranties of merchantability or fitness either expressed or implied.
- 10. Customer acknowledges that there are no warranties of merchantability or fitness either expressed or implied.
- 11. Customer acknowledges that there is a risk of injury or damage arising out of the use of this inflatable equipment and knowingly enters into this Agreement.
- 12. Customer voluntarily agrees to keep and maintain all safety rules of the correct, safe operation and installation and use of all inflatable equipment and to assume the risk of injury or damage.
- 13. Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees to comply with all municipal, county, state, federal, or other governmental or quasi-governmental laws, ordinances, and/or regulations which may apply to the use of the rental equipment during the rental period.

The person(s) or organization renting this Equipment from Big Time Bounce and Party Rentals Inc. will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever.

If any of the terms or conditions of this Agreement are found to be unenforceable, illegal, or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur.

Customer Signature

Date

Print Name

OVERNIGHT RENTALS: Lessee understands and acknowledges that the blower is to be removed from the inflatable device and locked up in a secure location overnight. \_\_\_\_\_ Initial