



# MOONRISE PLAY, LLC

www.MoonrisePlay.com

703.915.9099

## Rental Agreement / Safety and Liability Terms and Conditions

This safety and liability agreement is entered into between

Moonrise Play, LLC ("Lessor") and \_\_\_\_\_ ("Lessee"), on \_\_\_\_\_.

Rental Location: \_\_\_\_\_

Rental Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Setup on: Grass ( ) Concrete/Other ( )

Occasion: \_\_\_\_\_

Rental Amount: \$ \_\_\_\_\_ Amount Paid: \$ \_\_\_\_\_ Type of Payment: \_\_\_\_\_ Balance Due: \$ \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

### **Rental Deposit Required**

Upon reservation a deposit equal to 50% of the rental amount is due. The deposit will be used towards the full rental amount, which is due at the time of delivery. ***If the reservation is cancelled less than 48 hours prior to the rental time, the deposit will be forfeited.***

### **LIST OF INFLATABLES & OTHER ITEMS RENTED**

QTY	ITEM NAME/DESCRIPTION

### **Lessee Minimum Responsibilities**

The Safety and Liability Terms and Conditions shall operate in conjunction with the Rental Agreement between the Lessor and the Lessee. Product(s) listed above will be referenced in the Safety and Liability Terms and Conditions as "Inflatable Device". The safety of each and every patron that utilizes the Inflatable Device is incumbent on the Lessee.

The Lessee must take responsibility to make sure that there is adult supervision ("Attendant") of the Inflatable Device at all times. Failure to adequately supervise patrons utilizing the Inflatable Device may be the leading cause of patrons being injured while using or being around the Inflatable Device. Lessee has control of the Inflatable Device after it is delivered until the time it is picked up again by the Lessor, and therefore must ensure the safe operation of the Inflatable Device for the safety of all patrons who utilize the Inflatable Device. Since Lessor delivers the Inflatable Device and picks up the Inflatable Device from Lessee's property, Lessor does not provide any supervision or employees with the Inflatable Device during the rental period. Lessee agrees to that they alone will be responsible for the safe operation of the Inflatable Device, and shall indemnify Lessor for claims and/or lawsuits arising from any accidents, injuries or damages of any kind arising from the use of the Inflatable Device sustained by the Lessee or any of Lessee's guests.

### **Attendant's Minimum Responsibilities**

- ❖ Do not allow anyone inside the Inflatable Device if it is not anchored to the ground from ALL anchor points
- ❖ Evacuate patrons from the Inflatable Device if sustained winds reach 15 Miles Per Hour and turn off blowers once everyone is safely evacuated from the Inflatable Device
- ❖ Attendant must utilize a whistle or audio device to obtain attention and take action at the first sight of rule infraction
- ❖ An Inflatable Device should always be supervised by an Attendant while it is inflated unless it's secured from unauthorized access
- ❖ Be aware that emergencies can arise for various reasons, such as loss of electrical power. This situation tends to cause panic unless the Attendant stays calm and relaxed. Do not leave the ride to check on any problems; emptying the ride is the first priority and then address the issue. Talk calmly to those inside telling them not to panic while you are helping them walk out; the Inflatable Device will slowly start to deflate but you will have sufficient time to help the riders quickly and safely exit the ride. On Inflatable Devices with a sealed roof, an emergency exit is always available; if all patrons don't make it out on time, pull off the cover and have the patrons exit through it. This is strictly a guide; use common sense when an emergency occurs and think about patron safety first.

### **Denying Entry**

The Attendant may deny entry to the Inflatable Device to any person if, in the opinion of the Attendant, the entry may cause above normal exposure to risk of discomfort or injury to the person who desires to enter, or if in the opinion of the Attendant the entry may jeopardize the safety of other patrons.

### **Communicating to Patrons, Parents and Chaperones**

It is the attendant's responsibility to communicate to patrons, parents and chaperones that there are inherent risks in participating in any Inflatable Device.

Attendants, Patrons, Parents and Chaperones must be aware:

- ❖ Before granting a minor entry to Inflatable Device, it is required to read and understand all of the operation and safety instructions for this device.
- ❖ By allowing a minor to participate in an Inflatable Device you are accepting all the risks that are associated with participation.
- ❖ You have the responsibility to exercise good judgment and act in a responsible manner while minors are playing in or around this Inflatable Device and ensure participants are obeying all written and oral instructions & warnings.
- ❖ You have a duty to prohibit anyone with pre-existing medical conditions, such as circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, any history of spine injury, or musculoskeletal or head injury from entering or participating in activities in an Inflatable Device.
- ❖ You have a duty to consider the suitability of the inflatable activity for the minor that desires to participate in the Inflatable Device. The consideration should include factors such as expressing fear, being over-tired, or unwillingness to follow rules & instructions.
- ❖ It is your responsibility to remove participants that engage in an aggressive bodily contact with other patrons.
- ❖ Anyone under the influence of drugs or alcohol must be prohibited to supervise the participants of Inflatable Device and is also prohibited entry to the Inflatable Device.

### **Patron Preparation**

- ❖ In order to participate, all patrons must meet the height, weight, and age guidelines specified for the Inflatable Device
- ❖ Group the participants by size to avoid injury; ensure inflatable does not exceed the maximum capacity listed on the Inflatable Device
- ❖ Patrons' attire must follow all rules indicated on the safety sign (i.e., removing shoes, sharp objects, etc.)
- ❖ Invoke the device's capacity limits and patron rules.

- ❖ Instruct all the patrons on proper use of the device and enforce pre-play rules prior to their participation in the inflatable.
- ❖ Ensure that all users remove their footwear (except socks) and any other hard, sharp or dangerous objects from their person, such as buckles, pens, purses etc. It is advised that eyewear be removed.
- ❖ Ensure that users are not consuming food/drink or chew gum in the Inflatable Device.

### **Patron Supervision**

The Attendant should remain in their assigned positions to observe the patrons and ensure they are following all safety rules inside the inflatable.

- ❖ Ensure food, drinks, and gum are not being consumed while on or near the device
- ❖ Supervise each patron as they enter/exit the Inflatable Device. Keep the device's entrance and exit clear from onlookers
- ❖ Actively monitor patron play and continually enforce safety rules. Remove those who do not follow the safety rules.
- ❖ Ensure no one bounces on the step (entry ramp). The step is only to be used to assist the users on or off of the Inflatable Device
- ❖ Ensure patrons are not climbing or hanging from the outside walls, on top of mesh / covers or any area not intended for play.
- ❖ Ensure patrons are not flipping, diving, and using aggressive physical contact on the device. Failure to follow through with this rule can lead to serious harm or death.
- ❖ Inflatables with slides:
  - Ensure patrons slide down feet first only, and only one person is sliding down at a time. It is strictly prohibited for chaperones / parents to place kids in between their legs and slide down together. Failure to follow through with this rule can lead to broken legs and severed limbs.
  - Ensure patrons' arms are not extended to the sides as they slide down
  - Ensure patrons are wearing sock (shoes or bare feet not allowed)
  - Ensure there is no jumping or diving off the slide platform or any part of the slide
  - Ensure only one user at a time is climbing up the ladder / steps
  - Ensure landing area is completely clear before next patron slides down the slide

### **Monitor the Device**

- ❖ Keep the entrance and exit, along with the blower area and overall perimeter of the device, clear from onlookers.
- ❖ If the Inflatable Device is setup outdoors, monitor the weather and wind speeds.
- ❖ Observe device inflation.
- ❖ Keep public at least 5 feet from the doors, blower, electrical cords and any external power supply
- ❖ Regularly check the anchoring to make sure it stays secure.
- ❖ If someone is bleeding, or gets sick and vomits, or secretes any noticeable body fluid while using the Inflatable Device instruct all patrons to immediately exit inflatable. Inflatables should not be used until surfaces are cleaned with a non-corrosive antibacterial cleaning solution

### **Keep Away From Inflatables**

- ❖ Silly String: Do not spray silly string inside or on Inflatable, it will discolor the inflatable and is impossible to repair, you will be charged full price of the inflatable if silly string discoloration is found on the inflatable.
- ❖ Sharp Objects: making sure there are no breakables or sharp in or around the inflatable you will be charged minimum repair amount of \$500 if a sharp object punctures the inflatable.
- ❖ Water: If you have rented a dry unit, you are not allowed to use water in conjunction with the inflatable, you will be charged minimum amount of \$500 for cleaning and drying out the inflatable.

**Lessee Acknowledgment**

Lessee acknowledges and agrees that he/she has been instructed and fully understands the safe operation of the Inflatable Device that is the subject of this rental contract and the Lessee agrees to be held accountable for Attendant’s actions and / or inaction.

Lessee acknowledges / agrees that the Inflatable Device is not to be moved from the setup location by anyone.

Lessee acknowledges / agrees to keep the Inflatable Device in the same condition as when received. If any damages are caused to the Inflatable Amusement Device due to Lessee not following general rules, the Lessee agree to pay repair costs incurred by the Lessor

Lessee acknowledges / agrees no alteration / attachments will be made to the Inflatable Device without prior written approval of Lessor.

Warranty: Lessor warrants that the Inflatable Device leased under this Rental Contract will be in good working order on the effective date of the Rental Contract. The Inflatable Device is supplied and maintained subject to this warranty. Lessor’s obligation under this Rental Contract is limited to repair or replacement of the Inflatable Device. 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 Device.

**Release of Liability**

The Lessee shall be in charge of the Inflatable Device operation, as well as return of the Inflatable Device in a good working condition. Lessor and its officers, employees and agents is/are not responsible for any injury occurring to the Lessee or to any other persons using the Inflatable Device and the Lessee shall indemnify and hold harmless 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 Device, should legal action become necessary.

Title to: Lessee agrees to keep the Inflatable Device in his/her custody and not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the Inflatable Device. The Inflatable Device will remain at the property of the Lessee and may be removed by Lessor at any time after the termination of this Rental Contract. ***Lessee to pay retail value of the Inflatable Device if Inflatable Device is not returned to Lessor.***

**Rain Policy**

During periods of severe weather conditions (i.e. rain, high winds, etc.) we reserve the right to cancel your reservations prior to delivery. If conditions are not too severe we will give you the option of keeping the Inflatable Amusement Device, or canceling your order, and if you choose not to cancel in the event of severe weather conditions (i.e. rain, high winds, etc.) occurs then there will be no refunds on the rental.

Addendum to the agreement \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this contract, I accept the Rental Agreement / Safety and Liability Terms and Conditions

Lessor: Representative \_\_\_\_\_ Date: \_\_\_\_\_  
Lessee: Full Name \_\_\_\_\_ Driver’s License #: \_\_\_\_\_  
Lessor: Signature \_\_\_\_\_ Date: \_\_\_\_\_