

HAMBONES ENTERTAINMENTS LLC

276-274-8572

Rental Agreement / Safety and Liability Terms and Conditions

This safety and liability agreement is entered into between the **HAMBONES ENTERTAINMENTS LLC**

The **Lessor** and the **Lessee** _____, on ____/____/20____.

Located at _____

Rental Date: _____ Start Time: _____ End Time: _____ Setup on Grass() Concrete ()

Rental : \$ _____ Amount Paid \$ _____ Type of Payment _____ Balance \$ _____

Cell Phone: (____) _____ Home Phone: (____) _____

Email Address _____

Lessee Minimum Responsibilities

This Safety and Liability Terms and Conditions shall operate in conjunction with the Rental Agreement between the Lessor and the Lessee. Product or Products listed above will be referenced in the Safety and liability terms and condition as “Inflatable Amusement Devices” The safety of each and every patron that utilizes the Inflatable Amusement Devices is incumbent on the Lessee. The Lessee must take responsibility to make sure that there is adult supervision is an “Attendant” of the Inflatable Amusement Devices at all times. Failure to adequately supervise patrons utilizing the Inflatable Amusement Devices may be the leading cause patron being injured while using or being around the Inflatable Amusement Devices. Lessee has control of the Inflatable Amusement Devices 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 Amusement Devices for the safety of all patrons who utilize the Inflatable Amusement Device . Since Lessor, delivers the Inflatable Amusement Devices and picks up the Inflatable Amusement Devices from Lessee’s property, lessor does not provide any supervision or employees with the Inflatable Amusement Devices during the rental period. Lessee agrees to that they alone will be responsible for the safe operation of the Inflatable Amusement Devices, 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 Amusement Devices sustained by the Lessee or any of Lessee’s guests.

Attendant(s) Minimum Responsibilities

- ▶ **Do not allow anyone inside the Inflatable Amusement Device if the Inflatable Amusement Device is not anchored to the ground from ALL anchor points**
- ▶ **1) Evacuate patron from the Inflatable Amusement Device if sustained winds reach 15 Mile Per Hour 2) turn off blowers once everyone is safely evacuated from the inflatable Amusement Device**
- ▶ Attendant(s) must utilize a whistle or audio device to obtain attention, and take action at the first sight of rule infraction
- ▶ An inflatable amusement device should always be supervised by an operator/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 / operator 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 will slowly start to deflate but you will have sufficient time to help the riders to quickly and safely exit the ride. On Inflatable Amusement 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 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 or employees

Communicating to Patron Parents and Chaperons

- It is the attendant’s responsibility to communicate to Patrons Parents and Chaperons that there are inherent risks in participating in any air inflatable device.
- Attendants, Patrons, Parents and Chaperons must be aware
- Before granting a minor entry to Inflatable Amusement 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 a Inflatable Amusement Device you are accepting all the risks that are associated with participation.

Lessee Initial _____

Rental Agreement / Safety and Liability Terms and Conditions**Communicating to Patron Parents and Chaperon (continued from last page)**

- 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 a Inflatable Amusement Device.
- You have a duty to consider the suitability of the inflatable activity for the minor that desires to participate in the inflatable ride. The consideration should include factors such as expressing fear, being over-tired, or being too rebellious 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 Amusement Device and is also prohibited entry to the Inflatable Amusement Device.

Patron Preparation

- ▶ In order to participate, all patrons must meet the height, weight, and age guidelines specified for the inflatable (you may use the table below for reference)
- ▶ Group the participants by size to avoid injury, ensure inflatable does not exceed the maximum capacity listed on the Inflatable Amusement 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 spectacles be best removed
- ▶ Ensure that users are not consuming food/drink or chew gum in the inflatable

Patron Supervision

- ▶ The operator/attendant(s) 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's ingress and egress of the inflatable. keep the device's entrance and exit clear from onlookers
- ▶ Actively monitor patron play and continually enforce safety rules. Removes 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
- ▶ 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 slide feet first only, and only open person is sliding down at a time. It is strictly prohibited for chaperons / 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.
- ▶ Inflatables with slides ensure patrons sliding down their arms are not extended to the sides
- ▶ Inflatables with slides ensure the patrons are wearing sock (shoes or bare feet not allowed)
- ▶ Inflatables with slides ensure there is jumping or diving off the slide platform or any part of the slide.
- ▶ Inflatables with slides ensure only one user at a time is climbing up the climber / steps
- ▶ Inflatables with slides 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 is not setup indoors, 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 inflatable instruct all patrons to immediately exit inflatable. Inflatables should not be used until surfaces are cleaned with a non-corrosive antibacterial cleaning solution

Lessee Acknowledgment:

- ▶ lessee acknowledges and agrees that he/she has been instructed and fully understands the safe operation of the **Inflatable** Amusement Device that is the subject of this rental, contract and the lessee agrees to be held accountable for Attendants actions and / or inaction
- ▶ lessee acknowledges / agrees that the Inflatable Amusement Devices is not be moved from the setup location by anyone.

Lessee Initial _____

Rental Agreement / Safety and Liability Terms and Conditions

Lessee Acknowledgment (Continued from last page)

- ▶ Lessee acknowledges agrees to keep the Inflatable Amusement Device in the same condition as when received. If any damage 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 and agrees In the event the Inflatable Amusement Device is not ready to be picked up at the appointed time a \$ _____ per hour cost plus an additional \$ _____ transportation fee. will be automatically applied.
- ▶ Lessee acknowledges agrees no alternation / attachments will be made to the Inflatable Amusement Device without prior written approval of Lessor.
- ▶ Warranty: Lessor warrants that the Inflatable Amusement Device leased under this Rental Contract will be in good working order on the effective date of the Rental Contract. The Inflatable Amusement 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 Amusement 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 Amusement Device .

Release of liability:

- ▶ The Lessee shall be in charge of the Inflatable Amusement Device operation, as well as return of the Inflatable Amusement 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 Amusement 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 Amusement Device, should legal action become necessary.
- ▶ Title to : Lessee agrees to keep the Inflatable Amusement Device in his/her custody and not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the Inflatable Amusement Device . The Inflatable Amusement 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 pays \$ _____ dollars if Inflatable Amusement 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 (i.e. rain, high winds, etc.) occurs then there will be no refunds on the rental.

| LIST OF INFLATABLE AMUSEMENT DEVICE & OTHER ITEMS RENTED | | | | | |
|----------------------------------------------------------|--------------------|-----|--------------------|-----|--------------------|
| QTY | ITEM / DISCRIPTION | QTY | ITEM / DISCRIPTION | QTY | ITEM / DISCRIPTION |
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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 _____ Drivers License #: _____

Lessee: Signature _____ Date: _____