

clicks bouncehouse

It is the responsibility of the person or organization hiring this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the Inflatable. Please ensure that the following Safety Instructions are followed:

- 1) This unit has an age limit of 12 years old. Please ensure no one over this age is allowed to use the equipment. No adults are to use this Inflatable.
- 2) No food, drink or chewing gum on or around the Inflatable. This will avoid a choking risk and keep the unit clean. (Please note if the Inflatable is collected in a dirty condition then the person hiring it will incur a cleaning charge)
- 3) Shoes, glasses, jewelry, and badges MUST be removed before using the inflatable to avoid injury to peoples using the equipment and harm to the Inflatable.
- 4) No face paints, party poppers, coloured streamers or silly string to be used either on or near the Inflatable. (Please note these products will cause damage to the Inflatable that cannot be repaired)
- 5) NO smoking on or around the Inflatable
- 6) NO barbeques around the Inflatable
- 7) Climbing, hanging or sitting on walls is dangerous and must not be allowed.
- 8) A responsible Adult must supervise the inflatable at all times.
- 9) Always ensure that the Inflatable is not overcrowded, and limit numbers according to the age and size of Children using it. Try to avoid large and small children from using it at the same time.
- 10) Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 11) No pets, toys or sharp instruments on the inflatable at anytime.
- 12) Do not allow anyone to bounce on the front safety step as this is dangerous
- 13) Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
- 14) Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- 15) In the event that the blower stops working, please ensure all users get off the inflatable immediately and calmly. Check the fuses 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.
- 16) THE MOST IMPORTANT RULE: DO NOT let children play on the inflatable without Adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the Inflatable.

INITIALS HERE AFTER READING RULES

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A. HOLD HARMLESS PROVISION:

Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances beheld liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

B. DUTY TO MITIGATE:

In the event of injury, damage or loss due to Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Lessor's negligence.

D. DISCLAIMER OF WARRANTIES:

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contact, Lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed.

By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

E. MERGER CLAUSE:

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

LEASE AND LIABILITY CONTRACT

This LEASE AND LIABILITY CONTRACT ("Contract"), is entered into by:

Lessor: Clicks Bounce House Rentals

Lessee: _____

The Leased Equipment: _____

1. Lessee agrees that the Leased Equipment has been received in good condition and represents and warrants that it will be returned in the same condition, notwithstanding ordinary wear and tear.
2. Lessee understands and acknowledges that the activity to be engaged in through Lessor's lease of the Leased Equipment brings with it both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to Lessee, its guests, its invitees or third parties. Lessee understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Those risks include, but are not limited to **falling, slipping, crashing and colliding**.
3. Lessee agrees to release, forever discharge and hold harmless Lessor for any injuries, damages or claims that result from Lessee's negligence; including any injuries, claims or damages asserted by Lessee's guests, invitees or third parties. Lessor agrees to release, forever discharge and hold harmless Lessee for any injuries, damages or claims that are the direct result of Lessor's negligence; including injuries, claims or damages resulting from defective Leased Equipment or improper assembly or installation of the Leased Equipment.
4. In the event that Lessee files a cause of action against Lessor, Lessee agrees to do so solely in the state of Virginia, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
5. Lessee acknowledges and represents that it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or else lessee agrees to bear the costs of defense and liability of any such injury or damage itself.
6. Lessee agrees that if any portion of this Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
7. Lessee grants Lessor right to enter Lessee's property for the delivery, pick-up or repossession of the Leased Equipment. Lessee agrees not to loan, sublet or otherwise dispose of the Leased Equipment.
8. Lessee agrees not to remove the Leased Equipment from the location on which Lessor has assembled or installed it. Lessee further agrees not to disassemble or uninstall the Leased Equipment or to assemble or install the Leased Equipment.
9. Lessee agrees to supervise both the Leased Equipment and its use at all times the Leased Equipment is in the possession of Lessee. Lessee agrees to follow the directions and safety rules as posted on the Leased Equipment or as otherwise provided to Lessee by Lessor.
10. Lessee acknowledges that sufficient time and opportunity were had to read this entire Contract, and understands its content and is executing it freely, intelligently and without duress of any kind and agrees to be bound by its terms.

Lessee Signature: _____ **Date:** _____