



Bounce House

Rental Agreement & Policies

BLUE SKY INFLATABLES, LLC., Operating Procedures

- NO food, drinks, gum, candy, confetti, or silly strings is allowed in the inflatable equipment. Silly string will permanently damage inflatable equipment and you will be responsible for payment of any damage due to such negligence.
- ALL riders must remove shoes, glasses, hair clips, jewelry, pens, purses or ANY sharp objects prior entering the inflatable unit(s).
- Riders should be separated by similar age, weight, and height range. Larger children should be separated from smaller children. It is the responsibility of the supervising adult to ensure that all participants are safe.
- If your inflatable unit has a slide, make sure that users are coming down the slide one patron at a time, and not a lot of people are congregating at the top or bottom of the slide. DO NOT attempt to climb up the slide as injury may result.
- The rated weight and occupant capacity should NEVER exceed the manufactures recommendations as posted on the entrance of the inflatable unit.
- NO roughhousing or horseplay should be tolerated. No somersaults, diving, wrestling flips, or rough play shall be permitted at any time. No climbing on nets or walls is allowed. No climbing on the outside and on top of the inflatable units. Do not pull on tethered ropes.
- Unless you have specifically rented a “wet” slide, DO NOT get the inflatable unit wet. There is a \$150 upcharge for any inflatable that gets wet and requires cleaning.
- Unless instructed by a Blue Sky Inflatables employee, DO NOT attempt to deflate and/or move the inflatable yourself. Doing so may result in damage to the unit that you will be responsible for.

DISCLAIMER

- Lessee assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold BLUE SKY INFLATABLES, LLC harmless for any and all claims, of whatsoever nature, arising out of the 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, lessee hereby agrees to a limit on any damages claimed by lessee to the total paid to Blue Sky Inflatables for the rental. 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.

LESSEE (CUSTOMER) PRINT & SIGN: _____

DATE SIGNED: _____

ADDITIONAL RENTAL AGREEMENT TERMS

PARTIES

- The lessee hereby engages lessor who agrees to furnish the items described upon and conditions set forth herein.

INCLEMENT WEATHER POLICY

- The lessor reserves the right to cancel outdoor engagements when, in the lessor's judgement, weather conditions would be detrimental to the lessor's equipment
- The inflatable unit should NOT be operated if winds exceed 15mph or in rain or lightning conditions. You may be instructed to stop operating your rental in inclement weather conditions, and if so, you may resume operating your inflatable if weather conditions are favorable.
- There is NO REFUND in the event of inclement weather once your inflatable rental has been delivered and set-up.
- If rain and/or wind exceeding 15mph is forecasted on the day of your rental, you have 24 hours up to the start time of your event to either (a) CANCEL your rental for a refund, minus \$20 administration fee, or (b) RESCHEDULE your rental for another date; if your rental will be rescheduled, we will do our best to accommodate your original rental agreement.

DAMAGE

- If the inflatable unit becomes damaged while in your operation, write down what happened, and any other details you observed. *CONTACT BLUE SKY INFLATABLES IMMEDIATELY.* Do not continue to operate the ride. A comprehensive evaluation will be conducted and any responsibilities for payment of damages will be assessed.

NEGLIGENCE OR ABUSE

- Lessee agrees to be responsible for any damages or theft of Blue Sky Inflatables equipment. If damage is incurred while the equipment is in the possession of the lessee OR at the location directed by lessee. Damage costs may vary but are estimated as follows: excessive cleaning fees \$50-\$100, repairs to material \$200-\$500, and if the unit is not repairable or is stolen \$3500-\$6000.

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 person or property, in connection with or resulting from the use of the equipment including but not limited to, the manufacturer, selection, delivery, possession, use, operation, or return of the equipment including but not limited to 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 operation the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of god, nature, or other conditions beyond its control or knowledge.
- This release is intended to discharge lessor from all liability for any injury to any and all person(s) and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessor waives all rights to sue Blue Sky Inflatables, LLC., for any injury a minor or adult may suffer due to negligence or any other cause.
- Lessee shall be in full charge of the safe use and operation of the property leased hearing and promise and agree to indemnify and hold lessor, including its agents, servants, employees, officers, directors, and shareholders harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise , from the use and operation of the property leased herein.

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.

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 contract, lessee agrees that any warranty of merchantability or fitness of 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.
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