

Kids Party Entertainment



### **BOUNCE HOUSE TERMS OF USE / HOLD HARMLESS AGREEMENT:**

This is a contract of USE only, and not of sale. The undersigned user agrees that he / she has contracted for the use of one 13' x 13' inflatable bounce house upon the express condition that it will at all times remain the property of Kids Party Entertainment by Angel Bug™.

I, the USER, have examined the equipment, found it to be in good, working condition, and will make sure that it is in the same good, working condition when I am through with use of said equipment. I, the USER, agree to pay, when due, all charges which accrue as a result of this use, including usage fees and any fees that arise as a result of the repair or replacement of the equipment due to damages to the equipment while in my possession.

In the event that I, the USER, fail to return said item at the agreed upon time, or fail to abide by any of the other terms of this contract, I fully understand that Kids Party Entertainment by Angel Bug™ has the right to repossess it without notice to me.

All charges / usage fees are based upon the time that the item(s) are in my possession, whether in use or not.

I, the USER, agree to supervise both the equipment and its use at all times in which said equipment is in my possession. Accompanying this contract, or printed on the Safety Label on the unit itself, is a set of directions for use and safety rules, which I agree to follow and utilize at all times during the operation and use of all equipment that I am using as contracted from Kids Party Entertainment by Angel Bug™. The directions and safety rules included with the equipment is hereby considered a part of this Agreement.

I understand and acknowledge that the activity to be engaged in through my use of the aforementioned inflatable play structure / ride, brings with it both known and unknown, anticipated and unanticipated risks to guests and my invitees and / or myself. Those risks include, but are not limited to falling, slipping, crashing and colliding, and could result in injury, illness, emotional distress, death, and / or property damage to myself or my guests and invitees.

I hereby voluntarily release, indemnify, hold harmless and discharge Kids Party Entertainment by Angel Bug™ from all liability, claims, demands, actions, or rights of actions, whether personal to me or to a third party which are related to, arise out of, or are in any way connected with my use of the inflatable, including those allegedly attributable to negligent acts or omissions of any party. I agree to reimburse any and all reasonable attorneys fees and costs which may be incurred by Kids Party Entertainment by Angel Bug™ in the defense of any such liability claim, demand, action or right of action.

In the event that I file a lawsuit against Kids Party Entertainment by Angel Bug™ I agree that the substantive law of the state in which Kids Party Entertainment by Angel Bug™ presides shall apply in that action without regard to the conflict of law of that state.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, and / or other liability insurance to cover any bodily injury or property damage, which might occur to my guests, my invitees, or myself from the use of the aforementioned inflatable / equipment. Upon request, I shall provide a copy of such insurance to Kids Party Entertainment by Angel Bug™.

## Safety Rules

Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable bouncer at the same time:

**CHILDREN UP TO AGE 7: 8 max**  
**CHILDREN AGES 8 . 12: 6 max**  
**INDIVIDUALS OVER 12: 3-4 max**

(Weight limit of 700 pounds)

All participants **MUST REMOVE SHOES** before playing in or on the inflatable.

To avoid neck and back injuries, **FLIPS AND OTHER DANGEROUS MANEUVERS ARE NOT ALLOWED.**

The safety of the children depends on you. Your personal supervision is absolutely required. As the lessee of this inflatable unit, the safety of all the participants is your responsibility.

Absolutely no Silly String, gum, candy, food, or other substances are allowed in or on the inflatable unit. If upon pick-up of the unit, cleaning is necessary due to the presence of such substances, an appropriate cleaning fee will be imposed.

Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other wet surfaces.

**Should the unit begin to deflate, do the following: First, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. If there is no power to the unit, check your circuit breaker.**

**No alteration in or attachments to the inflatable unit are allowed, period.**

USER agrees to keep the inflatable unit in his/her possession at all times. USER is, under no circumstances, allowed to sublease, rent, sell, or otherwise transfer the inflatable unit. The inflatable unit will remain the property of Kids Party Entertainment by Angel Bug™ and may be removed by lessor at any time after the termination of this agreement.

Weather Policy: During periods of severe weather conditions (heavy rain or high winds), we reserve the right to cancel your reservations and give you a full refund of any funds paid to us. If conditions are not too severe, you will have the option of keeping or canceling your reservations. If you decide to keep the reservation, there will be no refunds, discounts, or rain checks.

I, the USER, acknowledge that I have been instructed about and fully understand how to safely operate the inflatable unit that I will be using. I agree to observe all safety precautions. I also represent and warrant the safe return of the unit and hereby agree to pay the full cost of replacement of said inflatable including all incidental damages and other expenses to Kids Party Entertainment by Angel Bug™ if it is not returned.

I acknowledge and certify, with my signature below, that I have had sufficient opportunity to thoroughly read this document, that I understand its content and that I execute it freely, intelligently, and without duress of any kind, and agree to be bound by its terms and the terms of the directions and safety rules incorporated herein and made a part hereof.

I understand that Sandee Holod and/or Kids Party Entertainment by Angel Bug™. cannot be held responsible in case of accidents.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ DL#: \_\_\_\_\_