

## Rental Agreement and Liability Waiver

It is the responsibility of the person/s 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 the following safety instructions are followed:

- 1) No food, drink, fire, silly string, smoking, soap, paint, oil, chewing gum or any other dangerous items 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)
- 2) 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.
- 3) NO face paints, party poppers, colored 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 and require replacement charges to the renter)
- 4) Only 1 rider allowed at the top of water slide at a time, or 2 riders for double lane slides, 6 riders per bounce house or combo unit.
- 5) K-Bar Farm, Kearney family enterprises or its representatives is not responsible for striking or damaging any underground utility lines/devices (included but not limited to: electrical, plumbing, sprinkler, etc.). It is lessee's responsibility to tell K-Bar Farm, Kearney family enterprises or its representatives where the inflatable is to be set up and have any underground utility lines marked prior to set up.
- 6) Climbing, hanging or sitting on walls is dangerous and must not be allowed.
- 7) A responsible Adult must supervise the inflatable at all times.
- 8) 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.
- 9) Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
- 10) No pets, toys or sharp instruments on or near the inflatable at any time.
- 11) Do not allow anyone to bounce on the front safety step as this is dangerous
- 12) Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
- 13) Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- 14) 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.
15. Absolutely NO Pets of any kind!!
- 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.

At any time this contract may be updated with or without notice.

## LIABILITY DISCLAIMER

- 1) This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and accepted)
- 2) Customer agrees to company right to enter premises of customer at any time to repossess said equipment.
- 3) Customer agrees to reimburse K-Bar Farm, Kearney family enterprises or its representatives for all attorney fees, court cost and expenses incurred by K-Bar Farm, Kearney family enterprises or its representatives to enforce collection or to preserve or enforce rights under this contract.
- 4) Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.
- 5) Customer agrees to pay in full the replacement cost, including labor, shipping or any other cost to have items replaced and or for all damages to rental equipment deemed by K-Bar Farm, Kearney family enterprises or its representatives.
- 6) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay up to \$8000.00 per unit
- 7) Customer agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.
- 8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Equipment from K-Bar Farm, Kearney family enterprises or its representatives will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur.
- 9) Lessee understands and acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Lessee agrees to indemnify and hold K-Bar Farm, Kearney family enterprises or its representatives harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless K-Bar Farm, Kearney family enterprises or its representatives from injuries or damages incurred as a result of the use of the leased equipment. K-Bar Farm, Kearney family enterprises or its representatives cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless K-Bar Farm, Kearney family enterprises or its representatives from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

## OVERNIGHT RENTALS:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

\_\_\_\_\_ Initial

Renters Signature X \_\_\_\_\_ Date

X \_\_\_\_\_

Renters Printed Name X \_\_\_\_\_

Inflatable rented \_\_\_\_\_

Price \_\_\_\_\_

Add on items \_\_\_\_\_

Price \_\_\_\_\_

Date(s) of the rental \_\_\_\_\_

Time of actual event \_\_\_\_\_

Nonrefundable Deposit (minimum \$75 per inflatable and 50% of add-on rental)

Please return the signed contract above before payment of your rental.

Kbarfarminflatables@gmail.com

At the rental..

Safety / How to Checklist

- I have been shown how inflatable is secured. \_\_\_\_\_
- I have been shown how to turn on/off blower. \_\_\_\_\_
- In the event of high winds or storms, I have been instructed to get all participants off the unit and unplug the motor and extension cord from the power outlet. \_\_\_\_\_
- I have been instructed to not allow any horseplay, flips, wrestling or any other unsafe activities both in and around inflatable. \_\_\_\_\_

I have been advised of the following...

1. No shoes or sharp objects in or around the inflatable unit(s);
2. No food, drinks or gum;
3. No eyeglasses or jewelry.

- I understand that adult (18 years old & up) operators must be provided to watch the games at all times. \_\_\_\_\_
- I have been advised that children of the same size or age group only may use the unit(s) at any given time, no adults. \_\_\_\_\_

- I agree to remove any person from the inflatable who is violating posted rules of operation.

\_\_\_\_\_

- I have received both written and verbal instruction on the safe operation of inflatable and agree to follow all safety rules. \_\_\_\_\_