**RENTAL AGREEMENT AND LIABILITY WAIVER**

1. **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**.
2. Small Bounce House(s) limits are \_\_\_\_\_ pounds total weight and/or \_\_\_\_ children; Large Bounce House(s) are \_\_\_\_\_ pounds total weight and/or \_\_\_\_ children.
3. There ***MUST*** be an adult watching bounce house(s) when children are playing ***AT ALL TIMES***!
4. Each participant must have a signed waiver and wear a wrist band indicating waiver has been signed.
5. No food, drink, or chewing gum on or around the Bounce House(s). This will avoid a choking risk and keep the Bounce House(s) clean. If the Bounce House(s) is/are collected in a dirty condition, the signatory will be responsible for a cleaning charge.
6. Shoes, glasses, jewelry, and badges **MUST** be removed before using the Bounce House(s) to avoid injury to peoples using the equipment and harm to the Bounce House(s).
7. No face paints, party poppers, colored streamers, or silly string is to be used either on or near the Inflatable. (**Please note that these products will cause damage to the Bounce House(s) that cannot be repaired**)
8. **NO SMOKING** on or around the Bounce House(s).
9. **NO Barbeques** around the Bounce House(s).
10. Climbing, hanging, or sitting on walls is dangerous and must not be allowed.
11. Always ensure that the Bounce House(s) are 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.
12. Ensure Children are not pushing, colliding, fighting, wrestling, or behaving in any manner likely to injure or cause distress to others.
13. **No pets, toys, or sharp instruments on the Bounce House(s) at any time.**
14. Do not allow anyone to bounce on the front safety step as this is DANGEROUS.
15. Do not allow anyone to be on the Bounce House(s) during inflation or deflation as this is DANGEROUS and can lead to serious injury or death.
16. Ensure children are clothed appropriately and have nothing that can fall out of their pockets.
17. Only enter Bounce House(s) from the front entrance and do not go behind any Bounce House(s).
18. Ensure that no flips, somersaults, or any kind of gymnastic maneuvers are performed on Bounce House(s).
19. **In the event that the blower stops working, please ensure all users exit the Bounce House(s) immediately and calmly**. Check your breaker(s) 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 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
20. **THE MOST IMPORTANT RULE: DO NOT let children play on the Bounce House(s) without Adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the Bounce House(s).**

**PARTICIPATION WAIVER, RELEASE OF LIABILITY, AND HOLD HARMLESS AGREEMENT**

**WARNING: BOUNCING, USING, JUMPING, OR FLIPPING ON A BOUNCE HOUSE MAY PRODUCE INJURY AND/OR DEATH**

In consideration of being allowed to enter the Bounce House(s) the undersigned, on his, her, or their behalf, and on behalf of the participant(s) identified below, acknowledges, appreciates, and agrees to the following conditions:

1. I/We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“I”), as the parent or legal guardian(s) of the participant(s) named below, hereby voluntarily elect to allow the named child(ren) to participate in playing on the bounce house(s) provided by Lake Erie Inflatables, LLC, and I fully understand that this involves jumping on air filled entertainment toy(s) and that there are health and safety risks associated with this type of activity (which could be minimal, serious, and/or result in death).
2. I, therefore, assume all risk of injury and/or death associated with this event and I will not hold the event organizer(s), sponsor(s), or anyone affiliated with them for any circumstances of this event.
3. I hereby confirm that my child(ren) are in good physical condition and do not suffer from any disabilities or physical conditions that places me or others at risk or otherwise should prohibit their participation in this event, nor have I been advised otherwise by a health care professional.
4. I hereby AGREE TO WAIVE AND RELEASE, DEFEND, INDEMNIFY, HOLD HARMLESS, NOT SUE, and forever discharge Lake Erie Inflatables, LLC, the owner of the home, business, or location where the bounce house(s) are used, and their volunteers, agents, sponsors, servants, employees, officers, directors, affiliates, successors and assigns, and their respective heirs, representatives, legal counsel, licensees and all persons, firms, corporations liable or who might be liable, whether or not herein named, none whom admit any liability to the undersigned, but all expressly denying liability (herein the “Released Parties” and collectively with I the “Parties”), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, which I have or may hereafter have, arising from or in any way relating to my child(ren)’s participation in any of the events or activities conducted by the Released Parties on the date that the Bounce House(s) is/are used, on the premises of the Released Parties, or for the benefit of the Released Parties.
5. I understand that the activities that they will participate in on the date the house is/are used are inherently dangerous and may participation may cause harm or grievous injuries, including bodily injury, damage to personal property, and/or death.
6. I as a parent/guardian willingly agree to comply with the stated, customary, posted terms, rules, verbal instructions, and conditions for attendance/participation.
7. If I observe any hazard before, during, or after our participation on the Bounce House(s), I will bring it to the attention of the nearest Lake Erie Inflatables, LLC, employee or property owner.
8. I, on behalf of myself, my spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries, and death sustained to me or my property that I may have against the aforementioned Released Parties to such activity.
9. I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in using the bounce house(s), including those sustained on the premises where the bounce house(s) are utilized and while I am traveling to and from such premises, regardless of the location or mode of transportation.
10. By this Agreement, I assume any risk, and take full responsibility and warranty of any and all claims of personal injury and death or damages to but not limited to my use of the Released Parties’ facilities and/or engaging in the Release Parties’ activities or other activities on and near the Release Parties’ premises on the date the house(s) are used.
11. This Agreement contains the full and complete agreement between the Parties, the terms are contractual and not merely a recital, and supersedes any and all prior written or oral agreements and representations between the Parties concerning the activities and the Agreement.
12. Any additions to or changes in this Agreement shall be valid only if set forth in writing and signed by all of the Parties.
13. This Agreement is binding upon the undersigned and his/her respective spouse, heirs, next of kin, executors, administrators, representatives, successors and assigns.
14. I hereby expressly agree that (1) this Agreement shall be subject to the laws of the State of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Monroe, Michigan and in the federal courts located in Detroit, Michigan and that for such purposes, I expressly submit to the jurisdiction of such courts.
15. The provisions of this Agreement will remain in issue and in full force and effect even after termination of the Parties’ activities.
16. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
17. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant and acknowledge that I have read, understand, and fully agree to the terms of this Agreement and its contents. I understand and confirm that by signing this Agreement I have given up considerable future legal rights. I have signed this Agreement voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional Agreement waiving and releasing all liability of Lake Erie Inflatables, LLC to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this Agreement of my own choosing.

I agree to assume the risks of, and hold Lake Erie Inflatables, LLC harmless for property damage and personal injuries, including death and dismemberment, caused by the equipment and/or arising out of Lake Erie Inflatables, LLC’s negligence.

Child(rens) Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent/Guardian

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Printed Name of Parent/Guardian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant Age 18 or Older

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Printed Name of Parent/Guardian or Participant Age 18 or Older.