

## Contract and Terms

**Information & Terms:** A refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set -up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

**Cancellation and Rain Policy:** This contract, after signing, is a legal and binding contract.

To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice may forfeit entire deposit.

We understand that weather can change quickly. During periods of severe weather conditions, for safety reasons we reserve the right to cancel your reservations. On the day of your rental, if weather conditions are predicted to be adverse, we may give you the option of accepting delivery. Cancellation after set -up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement. If we agree to deliver and you decide to accept delivery, there will be no refunds or credits issued regardless of how long you were able to use the inflatable.

### GENERAL RULES TO FOLLOW DURING USE OF THE INFLATABLE UNIT:

1. Only compatible age groups and size shall play in the inflatable unit at the same time.

The maximum number of people of each group that play at the time are:

Unit Size	Children 8 & Under	Children 8 to 12	Older Teens
15x15	7-9	5-7	4-6

2. All riders must remove their shoes before entering the inflatable unit.

3. To avoid neck and back injuries, FLIPS ARE NOT ALLOWED.

4. Absolutely no "Silly String", face paint, gum, candy, food or other sticky substances allowed in the

Inflatable unit. If upon pickup such cleaning is required, a \$50.00-\$100.00 cleaning fee will be automatically imposed.

4b. Our upcharge for water setup includes connecting the water and pool, as well as the extra effort of setting up the unit again for washing and drying. If you choose to use your own water source but have paid for a dry setup, we will deduct the water setup fee from your deposit.

5. No pets allowed inside of the inflatable unit.

6. Do not move inflatable unit from the place it is originally installed.

7. Inflatable unit should not be installed near swimming pools.

8. If renting the obstacle course inflatable: only 1 user should be in each lane at a time.

9. If renting a water inflatable: Water area must be supervised by at least 1 capable adult at all times during rental.

Initials: \_\_\_\_\_

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

11. No smoking in or around the inflatables.

12. I will follow and enforce all safety rules on the rental equipment as well as the rules given to me by Affordable Party Rentals LLC.

Initials: \_\_\_\_\_

Lessor will:

1. Provide the necessary staff to facilitate your rental and power cords to reach a maximum of 100ft.

2. Deliver, set-up, and teardown rented equipment.

Lessee will:

1. Provide (2) 110volt/15amp electric circuits and 10/12 gauge cords for distances over 100ft.

2. Provide any required entrance and/or parking passes.

3. Provide a minimum of 1 adult volunteer(s) to operate the equipment.

I HAVE READ THIS CONTRACT AND  
AGREE & UNDERSTAND THE CONTENT.

Signature  
Printed Name

Date

RELEASE, INDEMNIFICATION AND HOLD  
HARMLESS AGREEMENT

In consideration of participating in inflatables activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Affordable Party Rentals, LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

I acknowledge that inflatables activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises and other bodily injuries caused by falls or contact with walls, floors or other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence.

This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature

Date

Printed Name

## SAFETY INSTRUCTIONS:

- No food, drink, or chewing gum on or around the inflatable. This will avoid a choking risk and keep the unity clean. Shoes, glasses, jewelry, and badges **MUST** be removed before using the inflatable to avoid injury to people using the equipment and harm to the inflatable.
- No face paints, party poppers, colored streamers, or silly string to be used either on or near the inflatable. (Note: these products will cause damage to the inflatable that cannot be repaired).
- **NO** smoking on or around the inflatable.
- Climbing, hanging, or sitting on walls is dangerous and must not be allowed.
- **NO** Barbeques around the inflatable.
- A responsible Adult **MUST** supervise the inflatable at **ALL** times. Always ensure that the inflatable is not overcrowded, and limit numbers according to the age and size of children using it. Avoid large and small children from using it at the same time.
- Ensure children are not pushing, colliding, fighting, or behaving in a manner likely to injure or cause distress to others.
- No pets, toys, or sharp instruments on the inflatable at any time.
- Do not allow anyone to bounce on the front safety step as this is dangerous.
- Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is **DANGEROUS**.
- Please ensure that children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- In the event that the blower stops working, please ensure all users get off the inflatable 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 (810) 216-6038.
- **THE MOST IMPORTANT RULE: DO NOT** let children play on or around the inflatable without adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the inflatable. At least 1 capable adult must be watching the water area at all times during rental.

