Purple Heart Party Kids LLC

Detroit, MI 48227

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 **(Purple Heart Party Kids LLC)** for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Rental Company 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, for all damages to rental equipment.

6) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay up to $3000.00(Three thousand dollars and 0 cents)

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 **(Purple Heart Party Kids LLC)** 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 **(Purple Heart Party Kids LLC)** 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 **(Purple Heart Party Kids LLC)** from injuries or damages incurred as a result of the use of the leased equipment. **(Purple Heart Party Kids LLC)** 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 **(Purple Heart Party Kids LLC)** 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

Participant’s Signature X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date X\_\_\_\_\_\_\_\_\_

Participant’s Printed Name X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 or chewing gum 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)

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) **(Purple Heart Party Kids LLC)** 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 Rental Company where inflatable is to be set up and have any underground utility lines marked prior too.

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 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) 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.

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGN HERE AFTER READING RULES

**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. \_\_\_\_