



**Kowabunga Kidz, 519-590-3307, West Grey, ON**

Name:		Date:	
Address		Drop Off time:	
City/Town:		Pick Up Time:	
Phone:		Email:	

### **Rental Agreement and Liability Waiver**

**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. Please ensure that the following safety measures are taken:**

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 an excessively dirty condition then the person hiring it may 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. No smoking on or around the inflatable.
5. No barbeques around the inflatable.
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, hard 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.
14. 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 (519) 519-3307.

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 \_\_\_\_\_ INITIAL HERE AFTER READING RULES

**Kowabunga Kidz, West Grey ON, 519-590-3307**

**LIABILITY DISCLAIMER**

1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).
2. Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold Kowabunga Kidz harmless for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody. In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Customer hereby agrees to a limit on any damages claimed by Customer to the total paid to Kowabunga Kidz for the rental.
3. Customer agrees to company right to enter premises of customer at anytime to repossess said equipment. (For example, due to emerging dangerous weather conditions).
4. Customer agrees to reimburse Kowabunga Kidz for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Kowabunga Kidz to enforce collection or to preserve or enforce rights under this contract.
5. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location than agreed upon.
6. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
7. If the inflatable equipment is lost, stolen, or severely damaged beyond repair the renter agrees to pay \$1500 (fifteen hundred dollars) to replace the unit.
8. Customer agrees to ensure that all users (and users' guardians) of the rental equipment sign liability waivers.
9. THERE ARE NO WARRANTIES OF MERCHANT ABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person(s) or organization renting this Equipment from Kowabunga Kidz 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 preventable loss or damages that may occur.

Equipment \_\_\_\_\_ License #  
Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_