

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of the foregoing lease, Lessee acknowledges and agrees for himself/herself/itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. HoppyKidz makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives and discharges HoppyKidz, including its agents, servants, employees, officers, directors and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to HoppyKidz negligence, regardless of whether such negligence is active or passive. This release is intended to discharge HoppyKidz from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all right to sue Shawna Miller dba HoppyKidz or HoppyKidz as the business, for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold HoppyKidz, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by HoppyKidz to representations set forth herein.

I (We) have read and understand the foregoing.

Lessee: **X** _____ Date: **X** _____

Cancellations due to inclement weather will be postponed to another day without penalty. All other cancellations will lead to forfeiture of the deposits. If you need to change to another day that we have open, we will be happy to do that for you without penalty, but please contact us as soon as you have knowledge of a change, so we may book your original date for someone else. Please see Weather and cancellation form for detailed information.

Inspection and Maintenance Log



(402) 320-4111 (402) 91-PARTY

The following checklist is to be completed before each setup and operation of each inflatable device, as noted in the ASTM F-24 Standards on Amusement Rides and Devices. Failure to read, understand, and follow these rules could result in injury.

Inflatable Game: _____

Serial Number: _____

Name of Authorized Representative performing inspection: _____

Inspection Area Date Inspected: X / / 20

Address of event: X

X Inflatable Exterior

- ☐ Vinyl and patterns clean and free of stains
- ☐ Outside seams are strong and in good condition
- ☐ Mesh is strong, stable and intact
- ☐ Proper stakes are being used for the intended soil composition*
- ☐ Proper sand bags and weight are being used*
- ☐ Tie-down straps are strong with no breakage
- ☐ Entrance/Exits are clear of obstructions
- ☐ Entrance ramp is secure and attached
- ☐ Warning signs and Rules are clear and visible



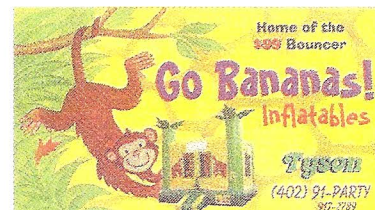
X Inflatable Interior

- ☐ Vinyl and patterns clean and free of stains
- ☐ Inside seams are strong and in good condition
- ☐ Mesh is strong, stable and intact
- ☐ Entrance safety net is secure and intact
- ☐ Internal air pressure is sufficient to give firm footing*
- ☐ No debris or sharp objects are present
- ☐ Passageways are clear of obstructions
- ☐ Ropes and footholds are strong and intact
- ☐ Warning signs are clear and visible
- ☐ Slide overhang cover is attached with no rips or tears



X Blowers

- ☐ Proper blower is being used for this unit*
- ☐ Intended electrical outlet is a GFCI 110v outlet*
- ☐ Motor is free of dust and is working
- ☐ Air intake and output are clean and free of debris
- ☐ Blower is free of rust
- ☐ Inflatable air tube and blower hose are securely attached
- ☐ Electrical cords are not more than 25' from the GFCI outlet
- ☐ Electrical cords are encased and free from wear
- ☐ Electrical cords are secure and do not pose a tripping hazard
- ☐ Plug, sockets, and switches are not damaged



X Accessories

- ☐ Generator follows all manufacturers' guidelines for operation

*Refers to ASTM F-2374 Standards for Inflatable Amusement Rides

Authorized representative of HoppyKidz/Go Bananas performing inspection: _____ Date: _____

Signature of person responsible for rental: X _____ Date: X _____

Print Name: X _____



Pre Operations Inspection Checklist

The following checklist is to be completed together with the Owner/Operator and the Renter upon each installation and setup of each inflatable ride and game. Failure to read, understand, and follow these rules could result in injury. **Call to report a problem: (402) 320-4111 or (402) 91-PARTY**

<u>Operator/Attendant Responsibilities</u>	<u>Renter Initials</u>	<u>Owner Initials</u>	<u>Comments/Notes</u>
Supervision by an adult trained attendant is required at all times. (19 years old & up)	X _____	_____	_____
The Owner/Attendant should make all riders aware of Rules posted at the game.	X _____	_____	_____
The inflatable must be securely anchored at all times.	X _____	_____	_____
Entry into the inflatable device should be done in an orderly and controlled manner.	X _____	_____	_____
Riders should be of similar age, weight, and height range.	X _____	_____	_____
Adults and older children should not ride with younger children.	X _____	_____	_____
Persons with mental or physical impairment should not be permitted on ride. This would include those under the influence of drugs or alcohol.	X _____	_____	_____
No riders under the age of 3 years old, unless the unit is specifically designed for their use.	X _____	_____	_____
No shoes, eyeglasses, jewelry, or sharp objects.	X _____	_____	_____
No somersaults, diving, wrestling, flips, or rough play.	X _____	_____	_____
No food, drinks, gum, pets, or silly string.	X _____	_____	_____
Do not jump onto or off of the ride.	X _____	_____	_____
Use of whistles or signaling devices is advised.	X _____	_____	_____
Keep riders away from the blower at all times.	X _____	_____	_____
Do not use inflatable device if wind conditions exceed 15mph or if it rains.	X _____	_____	_____
Riders should go down slide feet first only, with no more than two riders at once. No climbing up the slide. No jumping onto the slide area.	X _____	_____	_____

- X _____ I have been shown how the inflatable is secured & I have been shown how to turn on/off blower.
- X _____ 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.

- X _____ I have been advised of the following:
- Absolutely NO WATER in or around the units!!!**
- No shoes or sharp objects in or around the inflatable unit(s).
- No food drinks or gum.**
- No eyeglasses or jewelry.
- No cell phones.**
- Please have all participants empty their pockets before entering ride.
- No Pets! Please keep the pets at least 20' away from units at ALL times.**

- X _____ I agree to remove any person from the inflatable who is violating posted rules of operation.
- X _____ I have received both written and verbal instruction on the safe operation of inflatable and agree to Follow all safety rules.
- X _____ I have been advised of emergency procedures and will call the owner with any problems "after" the Emergency is under control. **Safety First!**
- X _____ Call operator at: **(402) 917-2789 or (402) 320-4111** when needed.

In the unlikely event of a Severe Weather Alert, Power Failure, or Medical Emergency, the following procedures should be followed.

<u>Emergency Procedures</u>	<u>Renter Initials</u>	<u>Owner Initials</u>	<u>Comments/Notes</u>
Exit riders in an orderly fashion away from ride.	X _____	_____	_____
Turn off blower and unplug from outlet.	X _____	_____	_____
Keep riders away from the inflatable device.	X _____	_____	_____
Call the appropriate emergency responders if necessary.	X _____	_____	_____

X _____



Our Policies for cancellations, damage & inclement weather:

We have no control over the weather and because of the nature of our business, this can cause a few bumps in the road. Please understand that the policies below are meant to keep you and your occupants safe during times of unavoidable weather changes. We will do our best to work with you in any "safe" way that we can.

In the unfortunate event that the weather prevents us from setting up on your scheduled day, the rules are as follows:

We will NOT set up a unit if it is raining, snowing, or the wind conditions are in consistent excess of 20 mph.

If the weather report is predicting unsuitable weather on the morning of your scheduled rental, we will discuss your options at that time.

Normally, we will allow you to make a decision to have us come out (we will need to know at least 1 1/2 hours prior to your rental time of your decision) or you will have the option to re-schedule.

If you choose to have us come out, then you will be charged the full amount for the rental, whether you are able to use it the full time or not. **The final decision will be OURS.** If we feel it is unsafe to set up, you will need to choose another day.

It is extremely dangerous for anyone to jump in the units if the units are soaking wet. Even if the unit is designed for water use, the blowers are not. There are also other considerations, such as thunder, lightning, and similar dangerous weather hazards that should deter the use of the unit until the weather stabilizes. You should use common sense.

We will not set up in extreme cold weather. The vinyl is not designed to tolerate the below average conditions, and will be difficult to roll up and remove from the premises. The heat can also be a problem. If it is too hot, the children cannot safely bounce.

If at all possible, you should locate an indoor facility to hold your event, in case of bad weather or during winter months. You can check with schools, churches, gyms, community centers, a friend with a tall garage and adequate floor space, etc. Look for a facility that has a ceiling of at least 14' tall to accommodate most units. Please check the ceiling height before making your reservation as our deposits are non-refundable!

We require a non-refundable deposit of \$50 per unit, or 50% (whichever is higher), to hold your reservation, with the balance due upon delivery. If your bounce house rental must be re-scheduled due to weather issues, your deposit will be held and applied to your new rental date. We would like to get you re-scheduled as soon as possible; however, you do have 365 days from the original contract date to have your event.

There is also a \$50 refundable cleaning deposit held until we check to see if the unit is returned in the same clean condition as we left it. Cleaning deposits should be paid in cash before set-up. They will be returned in cash.

Indoor facilities should not be affected by the weather and therefore, will not be re-scheduled without a \$50 or 50% (whichever is greater) re-scheduling fee on the day of the rental.

- If you cancel your event, you will forfeit your \$50 or 50% deposit. (whichever is greater)
- If you return the unit in dirty or soiled condition, you will forfeit your \$50 cleaning deposit.
- If you reschedule your event at least 5 days before, you will pay no additional fees.
- If you re-schedule less than 5 days prior to your rental, there will be a \$25 re-scheduling fee.
- If you cancel on the day of the event, you will be required to make payment in full, as we have set aside this day for you, and have no chance to fill this spot on such a late notice.
- The customer is responsible for damage to the unit(s), whether they themselves are at fault, or a guest (invited or not) has damaged the unit(s). If this unfortunate event arises, the customer will have a choice to pay for repairs or buy the unit outright from us at the full replacement value.
- We reserve the right to refuse service to anyone, if it appears there could be a "bad outcome" from the rental. Anyone that does not have respect for our safety rules and/or respect for the property being rented to them, will not have the privilege to rent from us now or in the future.
- We may take a unit down early if there is a change in weather or if we see that there are things going on that are un-safe.
- We understand that issues arise that are out of your control. In an emergency, please call us to discuss your situation and we will do our best to accommodate your needs.

***Please contact us if you have any questions or concerns regarding any of our Policies.**

Thank you for choosing us at: www.HoppyKidz.com (402) 917-2789 or (402) 320-4111

By signing below, I agree to the policies & fees associated with any and all of the policies on this page.

X Signature: _____

X Date: _____

*Please note: Policies should be similar with most inflatable companies. If they offer to do set-ups in bad weather or are willing to do things that we are not, you may want to find a company that complies with most basic safety rules. No two companies are the same in their policies, but most adhere to the basics & safety operations. If you have a question or a problem with any of our policies, please ask BEFORE your booking. Thanks!