



Safety Rules And Agreements Rental Agreement and Safety Rules

****It is the responsibility of the person or organization renting this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable equipment. Please ensure that the following Safety Instructions are followed****

_RULE #1 and MOST IMPORTANT: A responsible person over the age of 18 must be in attendance and closely supervise all activity while and inflatable or rental equipment is in operation. You, the customer, are responsible for providing such supervision during the entire time that our party rental equipment is in your possession.

___2. Do not use the inflatable during periods of rain or excessive winds (15 mph or greater). In the event of severe weather, (lightning, thunder, rain or high winds) instruct all occupants to immediately exit the inflatable or rented equipment and **DO NOT** allow re-entry until safe to do so (weather has been deemed safe to operate in).

___3. All inflatable units are physically challenging. Any person with a health impairment, disease, high blood pressure, back, neck or other bone/joint problems, or any other conditions that might cause problems when physically challenged should not be allowed in any of our inflatables or rented equipment where these items may hinder and/or harm their current health status.

___4. Remove shoes, eyeglasses, jewelry and other hard or sharp objects prior to entering inflatable to avoid injury to person(s) and inflatable/equipment.

___5. No gum, no face paint, no silly string, no candy, no food, or drinks are allowed inside inflatable at any times. Please note that these products cause irreparable damage to inflatables, and **YOU WILL BE HELD LIABLE!**

___6. No hot objects (cigarettes, BBQ grill, hot drinks), ****PETS****, or toys are allowed in or near any inflatable.

___7. Please pay attention to all warnings on inflatable units. They are for **YOUR** protection. No flips, wrestling, or other forms of rough play are permitted in the inflatable. Also, no climbing, hanging or sitting on walls of inflatable. This is **VERY** dangerous.

___8. Do not jump down any slide surface or jump on entry steps of inflatable. **DO NOT** double slide! One person only should go down the slide at a time. We, Creekwater Inflatables LLC., are not liable for injuries.

___9. A responsible adult ages 18 or older **MUST** always supervise the inflatable when in use and practice safety measures accordingly.

___10. Always ensure the inflatable is not overcrowded, and limit numbers

according to age and size/weight recommendations per inflatable/unit. Always follow max capacity for weight and/or number of occupants printed on slides!

___11. Do not allow anyone on inflatable while the unit is being inflated or deflated as this is dangerous and can kill a person. We, Creekwater Inflatables LLC., are not liable for injuries.

___12. In the event that the blower stops working, please ensure all users get off the inflatable immediately and calmly. Check your breaker(s) first to make sure the breaker did not turn off. Also make sure the blower tube (deflation tube) has not come undone or loosened. Make sure nothing is obstructing the blower that could cause a reduction in air flow. If the blower overheats or loses power, please switch the blower off and then wait 1 to 2 minutes before turning it back on. If none of these steps work kindly give us a call. (904) 502-6905 or (904) 655-3200.

___13. All rentals will require a damage waiver liability fee to be paid if multiple (more than one inflatable is being rented) units are being rented. Example: you wish to rent a combo inflatable and a water slide. You will be assessed a small damage waiver fee. This fee helps to cover you in the event of an unforeseen accident that may cause damage to the unit. This is a good thing to have especially if you have a large group attending your party.

___14. Upon set up of each unit the renter MUST walk around the unit with the Creekwater Inflatables employee and sign the 'Safety Check list' as this acknowledges that we as a company have gone over the entire rental unit(s) with you and they have arrived in clean, safe, and proper working order. By you signing this checklist, you as the renter of the said property is waiving any rights to a lawsuit and acknowledge that Creekwater Inflatables has done everything possible to make this a good experience for all involved. Pictures of each unit will be taken upon set up and documented with your invoice as well as the checklist.



Waiver of Liability and Hold Harmless Agreement

___1. In consideration of being permitted to rent certain equipment from Creekwater Inflatables, LLC (“Creekwater”), as detailed in the Rental Agreement and Safety Rules and Inflatables Rented Worksheet I, on behalf of myself, my children, my heirs, my spouse, and my guests, and any other party who uses said equipment whilst in my possession (collectively, the “CUSTOMER”), HEREBY RELEASE, WAIVER, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS Creekwater Inflatables (“Creekwater”), including any partner, employee, servant, representative, owner, officer, agent, successor and assign (the “RELEASEES”), from any and all liability, claims, demands, action, judgements, costs, expenses, court costs, attorney’s fees, and causes of action, whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, related to the use of the equipment while the equipment is in my possession.

___2. This rental equipment has been received by Customer in good working condition and will be returned to Creekwater Inflatables in the same condition (normal wear where applicable).

___3. Customer assumes all responsibility for injuries and/or death to person(s) using rented equipment and damages to rented property. Customer further AGREES TO INDEMNIFY AND HOLD HARMLESS the RELEASEES for any and all claims, of whatsoever nature, arising out of use of the rental equipment while it is in the CUSTOMER’S 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 CREEKWATER INFLATABLE FOR THE RENTAL.

___4. CUSTOMER agrees to give permission to Creekwater Inflatables, LLC. To access premises at all times in regard to their rented equipment and inflatables.

___5. CUSTOMER agrees to reimburse Creekwater Inflatables, LLC. For all ATTORNEY’S FEES, AN AMOUNT NOT LESS THAN 50% OF ALL SUMS DUE, COURT COSTS, AND EXPENSES incurred by Creekwater Inflatables, LLC. to enforce collection or to preserve or enforce rights under this contract.

___6. CUSTOMER agrees not to loan, sublet, or otherwise dispose of equipment or use it at any other location. Inflatable and rental equipment is to stay on the premises originally placed by Creekwater Inflatables, LLC. and is not allowed to be removed unless by Creekwater Inflatables, LLC.

___7. CUSTOMER agrees to pay in full the replacement costs, including labor, for all damages to rental equipment.

___8. If the inflatable or other rented equipment is lost, stolen or damaged beyond

repair, CUSTOMER agrees to pay the cost for a new replacement in the sum of \$4,500 (four thousand five hundred dollars and 00/100 cents) per inflatable unit and other equipment at a rate of \$1,500 (one thousand five hundred dollars and 00/100 cents).

___9. CUSTOMER agrees to ensure that all users and/or their guardians sign a liability waiver for rental equipment and also ensures that all users and supervisors of then rented units abide by these rules placed by Creekwater Inflatables, LLC.

___10. There are NO WARRANTIES expressed or implied. The person renting the inflatable and/or other equipment from Creekwater Inflatables, LLC. will be held responsible and liable for any and all damages or injuries resulting from use or misuse of rented equipment and inflatables.

___11. OVERNIGHT RENTALS: CUSTOMER understands and acknowledges that the blower is to be removed from the inflatable and locked up in a secure location overnight. Please do not leave blowers in the rain.

I have read and initialed the above statements within this contract agreement and fully understand and voluntarily accept the conditions as stated in the Rental Agreement and Safety Rules as well as the Waiver of Liability Agreement. I am aware that while the rented equipment is in my care, I am fully responsible for the inflatable and rented equipment and will pay any losses or damages that may occur. No oral representations, statements, or inducements, apart from the above agreement, have been made.

___12. All tents, tables and chairs are one day rentals only for a max period of (8) hours. Renter is solely responsible for making sure all property rented is, stays and is maintained in good condition- as that is how it was received.

___13. Any renter wanting to set up at a park or public space needs to provide Creekwater Inflatables a written statement from the owner of said public space or park that gives permission to set up at their location. Renter is also responsible for purchasing a damage waiver liability from us as well as even insurance for the day of their rental. These stated fees are non-refundable whatsoever and protect all parties involved.

___14. Under NO CIRCUMSTANCES is anyone, other than a Creekwater Inflatables employee, allowed to move, alter, or otherwise make change to the rented units including the tents or inflatables (water slides, combo units, toddler units, bounce houses, obstacle courses) for any reason. If you move any of these described units you will incur a \$100 movement fee! You may ask the Creekwater Inflatables employee to move the unit ONE time per your request if you do not like the initial location of set up. **YOU ARE NOT ALLOWED TO MOVE THEM!**