



PO Box 669 Sandoval, IL 62882
618-247-3135 or 618-918-1147

RENTAL AGREEMENT

___/___/___
Date

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

Mid-America Jumpers Inc.

A completed Waiver & Agreement is required to participate in all bounce activities.

We will keep on file contact information for other activities at your request.

The following rules detail safe operational guidelines for the inflatable equipment you are renting from Mid-America Jumpers. To ensure safe operation of the inflatable, these rules will be read and reviewed with the lessee by a company representative. Furthermore, you are encouraged to direct any questions you may have about the operation of the inflatable to your company representative before you begin using the equipment.

- Your supervision is absolutely required at all times. The safety of the children depends on you. As the lessee of this inflatable unit(s), the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself and/or your designee in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.
- Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable bouncer at the same time:
CHILDREN UP TO AGE 7: 8 – 10
CHILDREN AGES 8 – 12: 5 – 7
INDIVIDUALS OVER 12: 3 – 4
- All riders **MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY** before playing in the inflatable. No food, drinks, or toys (of any kind) are allowed at any time in or on the inflatable unit(s).
- Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.
- FLIPS ARE NOT ALLOWED AT ANY TIME**, to avoid neck and back injuries.
- As with flipping, improper use of the inflatable(s) includes wrestling and riders piling on themselves may result in neck and back injuries to riders.
- Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools at all times.
- Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present), or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and the unit allowed to deflate.

- Should the unit begin to deflate, do the following: First, have all children exit the jumper immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders to jump in a partially inflated unit.
- No alteration in or attachments to the inflatable unit are allowed, period.
- Do not allow riders to play or climb on walls, sides or roof of inflatable(s). Never place a water hose or water in/on the inflatable. If the inflatable should become wet, an adult should wipe down unit before allowing riders to return. A wet inflatable may be slick. Do not allow the inflatable rub up against any surface.

I hereby acknowledge, as witnessed by my signature, that a representative of Mid-America Jumpers. Inc. has read and reviewed with me the safety rules. I further acknowledge by my signature that I understand each of these rules and agree to abide by them completely.

Signature of responsible/trained person(s)

date

INSURANCE WAIVER

The undersigned acknowledges, appreciates and agrees to:

1. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releases of others, and assume full responsibility for all participants and:

HOLD HARMLESS PROVISION:

Lessee agrees to indemnify and hold Lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Lessor from injuries or damages incurred as a result of the use of said equipment unless Lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

DUTY TO MITIGATE:

In the event of injury, damage or loss due to Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Lessor's negligence.

❑ DISCLAIMER OF WARRANTIES:

Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Lessor. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed.

By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or performance of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

❑ MERGER CLAUSE:

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

- 2. I willingly agree to comply with the stated and customary terms, rules, and conditions for participation. If, however, I observe any significant hazards during my participation, I will bring it to the attention of the nearest official immediately: and
- 3. The risk of injury from this equipment can be significant, including the potential for paralysis and even death, and while particular rules, equipment, and personal discipline reduce the risk, the risk does exist: and
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby hold harmless Mid-America Jumpers, their officers, agents, employees, other participants and sponsoring agencies with respect to any and all injury, disability, death or loss of damage to personal or property to the fullest extent of the law: and
- 5. By signing below I also agree to the above conditions, should I decide to participate.

Installation address

Street	City	State	Zip
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Printed Name of Lessee

Signature of Lessee

Mid-America Jumpers Representative

Over for list of rented inflatables.

Number of units rented _____

Amount of total rental \$ _____

Nonrefundable Deposit Amount \$ _____

Please see attached safety notes.



618-918-1147 or 618-339-8280
PO Box 669 Sandoval IL, 62882

State Licensed

