



Jump 2 It Family Centre Inc.
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RENTAL CONTRACT

Waiver, Release, Hold Harmless & Indemnification Agreement (Acknowledgment of Risk)

Rental Unit _____ Date of Rental _____
Lessee Name _____ DL # _____
Phone # _____ Amount of Non-refundable Deposit Required is \$100.00
Delivery & Pick-up Time _____ to _____ Amount Due at Delivery _____
Delivery Address _____

I understand and acknowledge that the activity to be engaged with the rental of an inflatable unit(s) interactive amusement device, bring with it both known and unanticipated risks to myself and/or guests and/or participants. Those risks include but are not limited to falling, slipping, crashing, and colliding and could result in injury, illness, emotional distress, death, or property damage to myself and my guests and/or participants.

HARMLESS PROVISIONS:

Lessee agrees to indemnify and hold harmless lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including 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 the contract 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 expressed 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 of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property, which lessee has received a copy of.

MERGER CLAUSE:

This signed Agreement in conjunction with the signed instruction manual and signed reservation form contains the entire agreement between lessor and 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 provisions of this Agreement shall not affect the other provisions hereof.

Lessee/customer Signature _____ Date _____

Printed Name _____

DELIVERY:

The lessee/customer grants the right and has the right, to grant Jump 2 It Family Centre Inc. to enter said property for the delivery and pick-up of equipment at the approximate specified times.

Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the underneath of the unit, which could result in damage/cleaning/loss fees.

Jump 2 It Family Centre Inc. reserves the right not to perform outdoor engagements when, in Jump 2 It Family Centre Inc.'s judgment, weather conditions would be detrimental to the equipment and/or safety concerns for the Lessee. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.

If weather is questionable Jump 2 It Family Centre Inc. will contact lessee prior to delivery. Deposit will be refunded if lessee is made to cancel by Jump 2 It Family Centre Inc. due to weather conditions.

RENTAL UNIT(S) DAMAGES:

If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up. The unit will be inspected and receive a preliminary cleaning before removal.

UNIT NEGLIGENCE OR ABUSE:

Lessee agrees to be responsible for any damage to Jump 2 It Family Centre Inc.. rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but ranges are estimated below:

- Fees:
- \$100 (cleaning)**
- \$200-\$500 (damage)**
- \$4000 & up if the unit is not repairable or stolen (loss)**

PAYMENT AND CANCELLATION POLICY

Full payment is due no later than the day of the event prior to setup. Once the bouncers are erected, no refunds are available.

Bouncer rentals can be cancelled for any reason up to 48 hours prior to booking time at no cost. Cancellation after this time will incur the half cost of the rental(s).

Cancellation due to weather conditions may be placed up to 12 hours prior to booking time at no cost. The lessee must contact Jump 2 It Family Centre Inc. to cancel. Once the equipment arrives at the event payment is due and not refundable.

Community/Public events: For all community/public events, a refundable cleaning deposit of \$100 per unit must be paid a minimum of one week prior to the event. This deposit will be held until an inspection of the units after the event takes place. If there are any food, candy, silly string, glitter or any other substance that requires extra cleaning of the unit, Jump 2 It Family Centre Inc. will retain the deposit to pay for the extra cleaning.

Customer agrees to a \$100.00 clean up fee per item if equipment or game(s) is excessively dirty upon pickup (i.e. candy, food, drinks, confetti, etc.).

Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment or if it is lost or stolen.

HOMEOWNERS' INSURANCE:

I acknowledge that I have adequate homeowners' insurance, tenants insurance, or other liability insurance to cover any bodily injury or property damage which may occur to me, my guests and or participators for the use of the unit(s) I am renting. If not lessee assumes all responsibility in the event of any such injury, damage, or loss due to lessor's negligence, lessee agrees and assumes the duty to be responsible for costs resulting from said injury, damage or loss.

RULES & SUPERVISION:

Participators must be supervised at ALL times. Please go over all rules to participators before using the inflatable unit. The lessee/customer agrees to supervise both the equipment and its use at all times said the equipment is in the possession of the lessee/customer. The customer/lessee assumes the role of operator while unit is in their possession. Accompanying the contract is a set of Manufacturer directions for use, Jump 2 It Family Centre Inc. Safety Rules and Code of Conduct which applies to the use of any and all Jump 2 It Family Centre Inc. rental units which I agree to follow and utilize at all times during the operation and use of the inflatable unit(s). Lessee is responsible for enforcing posted rules, rules listed in this document, and any attached rules/code of conduct provided.

The operator/lessee is responsible for ensuring that the size and number of persons entering the inflatable does not exceed the manufacturer maximum occupancy.

Lessee agrees to have at least 1 person of average strength per inflatable at all times. This person (lessee/operator) will be responsible for the operation of the rented inflatable/ride. Instructions for safety and operation will be reviewed at time of setup.

- NO SHOES
- SOCKS REQUIRED
- The jump house is designed for children and is not recommended for adults.
- Assist all participators in entering/exiting the unit
- All persons must remove shoes, glasses, jewelry, belts, sharp objects etc.
- NO flips or somersaults etc.
- NO roughhousing, horseplay in/or around unit
- NO climbing, hanging, standing or pulling on sides, tops, backs of units
- NO crawling under bottom or edge of units
- NO taping, fastening or hanging anything to or in the inflatable unit. Severe injury risk can occur.

- NO FOOD, DRINKS, CANDY, ANIMALS, SHOES, SILLY STRING or SHARP OBJECTS are to be allowed in the rentals at any time. This could result in cleaning/damage/repair/loss costs!

Before delivery please guarantee adequate space around the inflatable, and that there are no obstructions (sharp objects, feces, etc.) and that the lawn is cut. Please measure if there is a gate to make sure we can wheel in the inflatables in without damaging the gate or the equipment.

Customer agrees to TURN OFF AUTOMATIC SPRINKLERS (if applicable). Please, DO NOT ALLOW SILLY STRING (or similar product), failure to do so requires a \$200.00 cleanup fee per item. These items can cause permanent discoloration and can remove the protective coating of the units.

Customer agrees to ensure that all users (or guardians) sign liability waivers.

No food, drink or chewing gum on or around the Inflatable. This will avoid a choking risk and keep the Unit clean.

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.

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)

Customer agrees the right of Jump 2 It Family Centre Inc. to enter the customer's premises at any time to repossess said equipment.

NO smoking or barbeques on or around the Inflatable

Climbing, hanging or sitting on walls is dangerous and must not be allowed.

Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.

No pets, toys or sharp instruments on the inflatable at anytime.

Do not allow anyone to bounce on the front safety step as this is dangerous.

Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.

Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets. Long hair must be tied back.

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.

IMPORTANT: DO NOT let children play on the inflatable without Adult supervision. Adult supervision is necessary at all times to enforce these rules for safe operation of the Inflatable.

RELEASE AND WAIVER OF LIABILITY

I fully understand and acknowledge that my participation in such activities and/or use of a bouncer/waterslide and/or equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, heat stroke, heart attack, death or other ailments that could cause serious disability;

I fully understand and acknowledge, for myself, my heirs and/or assigns, that by participating in this bouncer/waterslide and/or equipment, I am stating that I do not have any physical and/or mental condition, which would effect my ability to participate in this bouncer/waterslide and/or equipment, including but not limited to the following: back problems, heart conditions, pregnancy, epilepsy, motion sickness;

I knowingly understand this bouncer/waterslide and/or equipment, and any others provided, can be physically intense and usually results in the participant falling.

I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will stop the hazard immediately;

Lessee acknowledges and represents that is has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or else lessee agrees to bear the cost of defense and liability of any such injury or damage itself.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless from liability Jump 2 It Family Centre Inc. suppliers/vendors/contractors Jump 2 It Family Centre Inc. Renter's hosting organization(s), their officers, officials, agents and/or employees with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence Jump 2 It Family Centre Inc., its officers, officials, agents and/or employees and/or any of its affiliates identified herein or otherwise; and

I understand and agree that this Release of Liability Agreement covers each and every bouncer/waterslide and/or equipment, in which I participate hereafter. I have read the forgoing RELEASE AND WAIVER OF LIABILITY AGREEMENT, and my signature below expressly acknowledges that I fully understand and agree to the terms contained in the forgoing RELEASE AND WAIVER OF LIABILITY AGREEMENT, and I understand that I have given up substantial rights by signing this document. As such, I hereby sign this RELEASE AND WAIVER OF LIABILITY AGREEMENT freely and voluntarily and without any inducement or duress.

Lessee/Customer/Operator Signature _____ Date _____

Printed Name _____