## **McQuaid Inflatables**

#### **Safe Operation Agreement**

- 1. No sharp objects in or on equipment. All participants should remove all jewelry, glasses, belts, and any sharp objects.
- 2. Anyone with previous or current physical injuries should not participate. Pregnant women should not participate.
- 3. Participants should be of similar age, size and stature. Do not allow younger children to bounce with older children.
- 4. Adhere to recommended capacity and safety guidelines listed on the inflatable.
- 5. No somersaults, rough housing, or flips allowed. Jump with head over feet at all times.
- 6. Participants should not sit or lie down while others are bouncing around them.
- 7. Slide down feet first on slides and one person at a time only.
- 8. Enter slowly and exit the unit in a sitting position. Do not bounce or jump from the inflatable to the ground.
- 9. Do not obstruct entrance. Do not allow playing or sitting on the front step or apron.
- 10. No climbing or hanging onto the walls. No climbing on the roof. No hanging from, rocking, or sitting on edges of inflatables because injuries can occur. If standing near the inflatable, do not turn your back to the inflatable.
- 11. No shoes, no food, no drinks, no chewing gum, no candy allowed inside the inflatable.
- 12. No pets inside the inflatable.
- 13. **NO SILLY STRING**. "Silly string" or any product like "Silly String" is strictly prohibited and the customer will be responsible for the **REPLACEMENT COST** of the inflatable if silly string gets on the inflatable.
- 14. No fireworks near the inflatable.
- 15. No smoking in or around the inflatable.
- 16. Keep the inflatable away from open flames at all times.
- 17. Keep the inflatable away from swimming pools.
- 18. Do not let the inflatable rub against any surface.

For the safety of all children, ADULT SUPERVISION IS REQUIRED AT ALL TIMES. Operators must be at least 18 years old and present at all times. No one shall operate, supervise, or enter the inflatable, if under the influence of alcohol, drugs, or any other legal or illegal drug or substance.

It is the responsibility of the customer who rented the inflatable to guarantee that:

- No person is allowed inside the inflatable without adult supervision.
- All of the guidelines listed above and on the inflatable are upheld.
- All participants must be advised of the risk of possible injury prior to using the inflatable.

Customer will take all necessary precautions regarding the inflatable rented, and protect all persons and property from injury or damage. Customer acknowledges that they are in charge of the operation, and the use of the inflatable, and are fully responsible for its safe operation. Customer acknowledges and agrees that McQuaid Inflatables is not responsible for any injury to Customer, or any guests of Customer or to any other persons using the inflatable, or to any claims by any other person(s) injured by or on account of the inflatable, while the inflatable is in possession of the Customer. Customer willingly agrees to assume all the risks of, and hold McQuaid Inflatables harmless for, property damage and personal injuries, including death and dismemberment, caused by the inflatable and/or arising out of McQuaid Inflatables' negligence.

Customer signature:	D	Date:

# **McQuaid Inflatables**

#### **Rental Agreement**

Included. Equipment as listed and agreed upon in the Equipment Agreement and Checklist.

**Preparation.** Provide an area for *McQuaid Inflatables* to place the inflatable. This area must be flat ground clear of branches, fences, and any other obstructions. If being set up on grass or dirt this area must not have any underground electric lines, water lines, sewer lines, gas lines, telephone lines, etc. The bounce site needs to be relatively level. A standard 110-volt outlet within 100 feet is required for operation. A water spigot must be within 100 feet of a waterslide. If you are planning to set up at a city park then you must call that park in advance to let them know you are having an inflatable there and obtain any permits or passes that the park might require to have an inflatable set up.

**Delivery.** *McQuaid Inflatables* will deliver the inflatable to the delivery address specified by the Customer. Customer grants *McQuaid Inflatables* the right to enter the property at the said address for delivery, and required set up, and for subsequent pick up of the inflatable and any associated equipment or packing materials at the approximately specified times.

#### **Special Instructions.**

IN CASE OF RAIN:

- **1.** Unplug the blower unit from the electric outlet.
- 2. Cover the blower unit with the provided tote.

Should the INFLATABLE BEGIN TO DEFLATE, remain calm and help your guests exit safely and quickly. Evaluate the following:

- 1. If the motor has stopped, check to see if the blower unit has become unplugged. If so, plug it back into the outlet and the unit will re-inflate.
- **2.** If the circuit breaker has tripped, evaluate and reconnect.
- **3.** If the motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the inflatable unit for snugness and tighten the ties if necessary.
- **4.** If the blower tube is kinked, straighten it out. Or if the blower tube is disconnected, reconnect to the blower.
- **5.** If any of these steps corrects the problem, fully re-inflate prior to permitting anyone to use the inflatable.

Acknowledgement of having read this page of the contract \_\_\_\_\_\_Customer Signature

**Possession.** In the event that the inflatable and associated equipment is not made available to be picked up, or not returned, for any reason, including theft, the Customer is obligated to pay *McQuaid Inflatables* the full replacement value for such inflatable and equipment as listed in this agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the inflatable and equipment by *McQuaid Inflatables*. Customers shall not cause nor permit these items, or any of them, to be sublet, rented, sold or removed from the delivery address, or otherwise transfer such items.

**Maintenance.** Customers shall be responsible for any and all damage to any of the inflatable or equipment not caused by normal wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the inflatable and equipment caused by ordinary, reasonable and proper use. Customer shall be liable to *McQuaid Inflatables* in the amount equal to the replacement value of the inflatable and/or equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, contamination of or dirtying of inflatable or equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay or other materials.

**Weather Policy.** *McQuaid Inflatables* reserves the right to postpone, or otherwise change the delivery time or pick up time, and/or also cancel the rental agreement as needed due to inclement weather.

I agree to the terms of this contract \_\_\_\_\_

\_Customer Signature

Acknowledgement of Risks and Liability Waiver. I understand and acknowledge that the activity to be engaged in through my rental of an inflatable, interactive amusement device, brings with it both known and unanticipated risks to guests, my invitees, and myself. Those risks include, but are not limited to fallings, slipping, and crashing, colliding and could result in injury, illness, disease, emotional distress, death, and/or property damage to myself or my guests and invitees. I voluntarily release, indemnify, hold harmless and discharge *McQuaid Inflatables* from any and all liability claims, demands, actions or right of actions, whether personal to me or to a third party which are related to, arise out of or are in any way connected with my rental of the inflatable and/or equipment, including those allegedly attribute(d) to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by *McQuaid Inflatables* in the defense of any such liability claim, demand, action or right of action.

### **McQuaid Inflatables**

### (989)763-6879

	Stakes
	100ft Extension Cord
	100ft Garden Hose
	Velcro Sticky Suits
	15' x 45' Tarp
	19' x 29' Tarp
	20' x 25' Tarp
h	15' x 15' Tarp
	Storage Tote
	Blower Unit
	Sand Bags

#### **Equipment Agreement and Checklist**

**Installation/set-up.** Customer has inspected the inflatable and equipment and agrees that it (they) has (have) been properly secured with metal stakes or sandbags, and is satisfied that the inflatable and equipment is in fully functioning safe operating condition and without damage. Customer agrees to NOT MOVE the inflatable and/or equipment from the place it was installed.

Customer Signature	Date
Picked up by:	agrees that the inflatable and equipment was picked up
o in fully functioning s	afe operating condition without damage. Signature
o in damaged condition	on, specifically
Signature	Date/Time picked up