



magicvalleyparties@gmail.com

208-358-0060 & 208-358-0114

Rental Agreement Terms and Conditions Safety Rules & Operating Instructions

This Safety Rules & Operating Instructions form shall operate in conjunction with the Release of Liability Waiver form between MVPI and the Lessee. Product or Products provided by MVPI to the Lessee will collectively be referenced in this form as “Activities” or “Equipment.” The safety of each and every patron that utilizes the Equipment is incumbent on the Lessee.

This safety rules & operating instructions is entered into between the:

Magic Valley Parties & Inflatables, LLC (MVPI)—the Lessor, and the Lessee _____, on
_____/_____/2023.

List of Inflatables & Other Items Rented

Quantity	Item/Description

Located at _____.

Rental Date: _____ Start Time: _____ End Time: _____.

Setup on: () Grass () Concrete () Other: _____

Rental: \$ _____ Amount Paid: \$ _____ Balance: \$ _____

Cell Phone: (_____) _____ Email: _____

Addendum to the agreement: _____

_____.

Warranty

MVPI warrants that Equipment leased under this Rental Agreement will be in good working order on the effective date of the Rental Contract. The Equipment will be supplied and maintained subject to this warranty. MVPI's obligation under this Rental Contract is limited to repair or replacement of the Equipment. This warranty is in lieu of any and all other warranties expressed or implied, and all obligations and liabilities on the part of MVPI for damages including, but not limited to, consequent damages, arising out of or in connection with the use or performance of Equipment.

Lessee Minimum Responsibilities

1. Lessee has control of all Equipment after it is delivered until the time it is picked up again by MVPI, and therefore must ensure the safe operation of the Equipment for all patrons who utilize the Activities.
2. Since MVPI delivers all Equipment and picks up the Equipment from the Lessee's property, MVPI does not provide any supervision or employees with the Activities during the rental period.
3. Lessee agrees that they alone will be responsible for the safe operation of the Equipment, and shall indemnify MVPI for claims and/or lawsuits arising from any accidents, injuries or damages of any kind arising from the use of Activities sustained by the Lessee or any of the Lessee's guests.
4. Lessee agrees to keep all rental equipment in his/her custody and will not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the equipment. The equipment will remain at the Delivery Address and may be removed by MVPI at any time after the termination of this Rental Contract. Lessee agrees to pay the full amount for any equipment withheld from MVPI.
5. **Silly String:** Do not allow silly string to come into contact with the inflatable as it will discolor it beyond repair. If silly string discoloration is found on the inflatable, you will be charged the full amount to replace the unit.
6. **Sharp Objects:** Keep all breakables and sharp objects away from the inflatable. You will be charged the full repair fee if a sharp object punctures the inflatable.
7. **Water:** If you have rented a dry unit, do not use water in conjunction with the inflatable. We will charge a minimum amount of \$100 for cleaning and drying out the inflatable.
8. **Damages:** Lessee agrees to keep Equipment in the same condition as when received. If any damage is caused to Equipment due to Lessee not following general rules, the Lessee agrees to pay repair costs incurred by MVPI.
9. Lessee agrees that no alteration or attachments will be made to any Equipment without prior written approval from MVPI.
10. Lessee agrees that no Equipment will be moved from the setup location.
11. Regularly check the anchoring to make sure it stays secure.
12. Monitor the weather and wind speeds.
13. Keep the entrance and exit, along with the blower area and overall perimeter of the device, clear from onlookers.
14. Keep everyone at least 5 feet from the doors, blower, electrical cords, hoses, external power supplies, and any other connected equipment.
15. Lessee agrees that in the event the Equipment is not ready to be picked up at the appointed time, a \$100 fee plus an additional \$100 per hour will automatically be applied.
16. Lessee acknowledges that they have been instructed and fully understands the safe operation of the Equipment that is the subject of this Rental Contract, and the Lessee agrees to be held accountable for Attendant(s) actions and/or inactions.

Attendant(s) Minimum Responsibilities

1. Follow all safety rules and operating instructions at all times.
2. Failure to adequately supervise patrons utilizing the Activities may be the leading cause of a patron being injured while engaging in Activities.
3. Remove any participants that do not follow the Safety Rules or that engage in aggressive bodily contact with other participants.
4. Do not allow anyone inside any inflatable unit if the inflatable is not anchored to the ground.
5. Evacuate all patrons from inflatables if winds reach 15 mph—turn off blowers once everyone is safely evacuated from the inflatable.
6. Utilize a whistle or audio device to obtain attention, and take action at the first sight of rule infraction.
7. All Activities should always be supervised by an operator/attendant while in use.
8. It is the Attendant(s) responsibility to deny entry to Activities if they believe the participation may cause above normal exposure to risk of discomfort or injury to the person who desires to participate, or if it may jeopardize the safety of other participants or guests.
9. If someone bleeds, gets sick, vomits, or secretes any noticeable body fluid while using inflatable, instruct all patrons to immediately exit the inflatable. Inflatables should not be used until surfaces are cleaned with a non-corrosive antibacterial cleaning solution.
10. Be aware that emergencies can arise for various reasons, such as loss of electrical power. This situation tends to cause panic unless the Attendant/operator stays calm and relaxed.
 - The inflatable will deflate slowly, so there is sufficient time to help riders quickly and safely exit the inflatable.
 - Do not leave the inflatable to check on any problems—evacuating the inflatable is the first priority before addressing the issue.
 - Talk calmly to those inside and tell them not to panic while helping them exit the inflatable.
 - An emergency exit is always available on inflatables with a sealed roof. If all patrons don't make it out before the unit is deflated, pull the cover off and have the patrons exit through it. **This is strictly a guide, use common sense when an emergency occurs, and think about patron safety first.**

Troubleshooting

After evacuating the inflatable, check the following:

- a) If the blower motor has stopped, check that the power cord connection is still secure at the outlet.
- b) If the blower motor has not been unplugged, check to make sure no circuit breakers are tripped.
- c) If the blower motor is still running, make sure it is upright and that the air intake screen on the side of the motor is clear.
- d) Check to make sure all air intake and output hoses are not twisted and are fully secured.
- e) If any of these steps correct the problem, turn the unit back on and wait until it is fully inflated before letting anyone back in.
- f) If the problem persists, call us at (208-358-0114).

Safety Rules & Operating Instructions

1. Ensure that all safety rules and operating instructions are followed by all participants, at all times. Rules and Instructions are posted on the inflatables and on the Instructions for Use form provided with concession equipment.
2. A responsible operator familiar with the Safety Rules & Operating instructions 18 years or older must supervise all activities at all times.
3. Only allow participants that are physically, mentally, and emotionally fit for such activities.
4. Individuals with head, neck, or back injuries or disabilities, pregnant women, infants and small children, and others who may be susceptible to injury from falls, bumps, or bouncing are not permitted in the unit at any time.
5. Only allow participants that you are including in the Release of Liability Waiver.
6. Follow the maximum number of participants guidelines as posted on the inflatable.
7. Follow the maximum weight limit as posted on the inflatable.
8. Monitor the weather: in the event of high winds or storms, have everyone exit the inflatable and then deflate the unit by unplugging it.
9. Remove shoes, eye glasses, jewelry, sharp objects such as knives, or any other hazards before entering inflatable.
10. No pets allowed inside inflatables.
11. No food, drinks, gum, or candy inside the inflatables.
12. Keep silly string, slime, and other such materials out of contact with all equipment.
13. No flips, somersaults, wrestling, piling, or other rough play.
14. No jumping off the top of the slide.
15. Only one person per lane down the slide at a time.
16. Only allow similar sized participants in the inflatable at the same time.
17. Keep a safe distance between all participants while bouncing.
18. Do not let the equipment rub up against other surfaces.
19. Do not move the equipment from the location where it was set up.
20. No climbing on nets.
21. Do not bounce on the entrance ramp.
22. Do not bounce on the exit ramp.
23. Keep the entrance ramp clear.
24. Keep the exit ramp clear.
25. Do not bounce against the sides, near the front entrance way, or the corner posts.
26. Water must only be included in designated units designed for use with water.
27. Splash pools and any other water feature must be drained of water before being left unattended.
28. Any water feature must use potable water that is drained and refilled every 4 hours.

By signing this form, I agree to follow and utilize all Safety Rules & Operating Instructions at all times and with all equipment during the duration of the rental period.

Responsible Party Name (Print)

Responsible Party Signature

Date