Stephan Schmidt-Watt 2 Hollyburn Road Winnipeg, MB R2Y 2K5 204-599-0093 204-228-2255

RENTAL AGREEMENT FOR COMMERCIAL USE OF INFLATABLES

It is the SOLE responsibility of the person or organization hiring this inflatable equipment to ensure that every precaution is taken to avoid injury to people or damage to the inflatable unit. Public/Commercial use inflatables must be supervised at all times by an attendant supplied by the person or organization hiring the inflatable.

RULES & REGULATIONS

- 1) No food, drinks or chewing gum on or around the inflatable at any time. This will avoid a choking risk and keep the unit clean. *DIRTY CONDITION: If there is grass, leaves, water, mud, or ANYTHING ELSE on the castle. If the castle isn't returned in the condition it went out in, a \$50.00 cleaning charge will be taken from your deposit NO EXCEPTIONS! Only water and a soft cloth are to be used when cleaning the inflatable unit. CLEANING PRODUCTS/CHEMICALS MUST NEVER BE USED. You MUST first deflate the unit then clean/sweep/wipe the unit down with water. Shoes must be removed when cleaning the inflatable.
- <u>2</u>) 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. Any damage to the inflatable from failure to follow this rule will incur a \$50.00 damage charge.
- <u>3</u>) No face paints, party poppers, colored streamers or silly string to be used on or near the Inflatable (within 250 feet). *Please note these products will cause damage to the Inflatable that cannot be repaired. <u>4</u>) Absolutely NO SMOKING on or around the Inflatable at any time.
- 5) Climbing, hanging or sitting on walls is dangerous and is NOT ALLOWED AT ANYTIME.
- **6**) An adult must supervise the inflatable at ALL times. An adult MUST ALSO supervise the set up and take down of the inflatable.
- <u>7</u>) Children MUST never be pushing, colliding, fighting or behaving in a manner likely to cause injury or cause distress to others.
- **8**) Absolutely no pets, toys or sharp instruments on the inflatable at any time. Any damage to the inflatable from failure to follow this rule will incur a \$50.00 damage penalty.
- **9**) Absolutely no one is to be on the inflatable equipment during INFLATION or DEFLATION as this is DANGEROUS.
- **10**) Children MUST NOT attempt somersaults or any other acrobatics, and must be clothed appropriately, with nothing being able to fall out of their pockets.
- <u>11</u>) In the event that the blower stops working, all users MUST 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, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately with a phone call.

- <u>12</u>) In the event of rain the inflatable must be deflated. Using the inflatable during a rainstorm is unsafe and NOT permitted. The blower MUST be stored in a dry place during rainstorms. Failure to unplug the blower during a rainstorm could possibly result in electric shock by participants. The inflatable will become VERY slippery during rainstorms and is NOT safe for jumping or playing on. Failure to follow these rules could result in serious injury.
- 13) The Inflatable(s) must never be used when wind speeds exceed 15 mph/24 km/hr, as the unit can be blown away with children inside. This could lead to injury or death.
- <u>14</u>) The unit MUST NEVER be dragged over or set up on rough surfaces (eg: asphalt, concrete, gravel, or any other rough surface). You MUST check the area where the castle is to be set up beforehand. Anything that could puncture or damage the inflatable MUST be removed from the area. Failure to follow this rule will result in damage to the unit and a damage penalty will be incurred.

LIABILITY DISCLAIMER

- <u>1</u>) This rental equipment has been received in good condition and will be returned in the same condition. I have been informed of the safety instructions, how to properly inflate and deflate the unit, what to do in case of unit/blower failure or any other malfunctions, the risks with using this unit, and the additional charges that will be incurred at the renters expense if the unit is returned damaged or dirty.
- **2**) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release Stephan Schmidt-watt from liability for any and all claims, of whatsoever nature, arising out of use of the rental equipment while in his/her custody.
- <u>3</u>) 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 Stephan Schmidt-Watt for the rental.
- <u>4</u>) Customer/Organization agrees to company right to enter premises of customer at any time to repossess said equipment.
- **<u>5</u>**) Customer/Organization agrees not to loan or sublet equipment or use it at any other location, other than their home.
- **<u>6</u>**) Customer/Organization agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
- 7) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay \$1,000.00/per unit. The \$1,000.00/per unit MUST be paid immediately. The person/s or organization renting this Equipment from Stephan Schmidt-Watt will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur. * I agree to pay a \$50 cleaning charge if the inflatable is returned in a dirty condition after my rental period.

Initial:
I have been given this waiver in a timely manner and have had the option to receive
Independent Legal Advice in regards to this contract/waiver and the rental of this inflatable un

Customer Signature:	
Stephan Schmidt-Watt Signature:	
Date:	