

## **HIGH TIDE INFLATABLES RENTAL AGREEMENT AND LIABILITY WAIVER**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

It is the responsibility of the person or organization hiring this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable.

**The following Safety Instructions must be followed at all times:**

- 1) No food, drink or chewing gum on or around the inflatable. This will avoid a choking risk and keep the unit clean. (Please note if the Inflatable is collected in a dirty condition this will result in a cleaning charge at minimum of \$50.)
- 2) Shoes, glasses, jewelry, and badges **MUST** be removed before using the inflatable to avoid injury to peoples using the equipment and damage to the Inflatable.
- 3) 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 and that you will be responsible for)
- 4) NO smoking on or around the Inflatable
- 5) NO barbeques, firepits, fireworks or open flame of any sort around the Inflatable
- 6) Climbing, hanging, jumping into and sitting on walls is dangerous and must not be allowed.
- 7) A responsible Adult must supervise the inflatable at all times.
- 8) Always ensure that the Inflatable is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using it at the same time.
- 9) Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or causing distress to others and if the device has an inflatable slide, make sure that only one child at a time is using it.
- 10) No pets, toys or sharp objects on the inflatable at any time.
- 11) Do not allow anyone to bounce on the front safety step as this is dangerous
- 12) Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
- 13) Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
- 14) Splash pools for water slides must be drained if ride will be left unattended unless area is fenced in and gate is locked.
- 15) 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, please inform us immediately.
- 16) Inflatable must not be run if the winds or wind gusts are over 40 km/h.
- 17) THE MOST IMPORTANT RULE: DO NOT let children play on the inflatable without Adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the Inflatable.
- 18) Individuals with head, neck or back injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps, or bouncing are not permitted in the unit at any time.
- 19) High Tide Inflatables takes the safety and health of our customers, and their families, extremely seriously. During this time of concern amidst the Coronavirus, we want to ensure our customers understand how we plan to keep everyone safe:
  - 100% of our equipment is cleaned on every rental
  - We clean our equipment with anti-bacterial, anti-viral cleaning solutions
  - Our equipment is constantly being inspected and cleaned for your safety, regardless of the Coronavirus concerns.
  - Our process includes a no-contact delivery and pick-up.
- 20) In keeping with Nova Scotia Government recommendations, social-distancing is not only recommended, but we are adamant this occurs when required. Please follow all recommendations made by the Nova Scotia Chief Medical Officer. High Tide Inflatables is not liable for any customer who

decides to not adhere to these warnings.

X \_\_\_\_\_ **INITIAL HERE AFTER READING RULES LIABILITY DISCLAIMER**

- 1) This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted)
- 2) Customer assumes all responsibility for injuries to persons or damages to property, and agrees to release and hold High Tide Inflatables harmless for any and all claims, of any nature, arising out of use of the rental equipment while in their custody.  
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 High Tide Inflatables for the rental.
- 3) Customer agrees to company right to enter premises of customer at any time to repossess said equipment.
- 4) Customer agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location.
- 5) Customer agrees to pay in full for the replacement cost, including labor for repairs, travel costs, material and staff for all damages to rental equipment.
- 6) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay the replacement amount at the discretion of High Tide Inflatables
- 7) Customer agrees to ensure that ALL users (and users guardians) of the rental equipment sign liability waivers.
- 8) THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED.
- 9) Full payment of the inflatable rental is due upon delivery.
- 10) I understand High Tide Inflatables takes pictures of all rentals before rental begins. To provide proof to the customer when damages may occur. WE HAVE ZERO TOLERANCE for misuse of our rentals, you WILL BE BILLED!
- 11) Customer acknowledges that they have adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage that might occur to themselves or any invitees from the use of the unit being rented or else they agree to bear the costs of such injury or damage themselves. Customer understands and acknowledge that damage may occur to the grass, asphalt or other surfaces during set up, operation and tearing down of devices, games and inflatables and indemnify High Tide Inflatables from any and all liability, claims, demands, actions or rights of actions to this effect as well.
- 11) I understand once a rental is paid for in full, I have agreed to these rental terms, even if I HAVE NOT SIGNED this agreement.

The person/s or organization renting this Equipment from High Tide Inflatables 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.

**Signature and Date:** \_\_\_\_\_