



1401-B S. Sprague Ave Tacoma WA 98405  
**(800) 585-1500** www.merrymakers.net

## Rental Agreement & General Release

Rental Period	
DAY _____	DATE _____
START _____ am / pm	END _____ am / pm
(Take down may be as late as: _____ am / pm)	

LESSEE (CUSTOMER): _____	CONTACT @ EVENT: _____
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DELIVERY ADDRESS: \_\_\_\_\_

Crew: \_\_\_\_\_ Ph: \_\_\_\_\_

Rental Equipment	ITEM I.D.	VALUE	FAN*	SANDBAGS*	TARPS*
		\$			
		\$			
		\$			
		\$			
		\$			
		\$			

- Each Unit is:**
- Anchored properly and securely.
  - Inspected for safety, cleanliness, condition.
  - Operating as designed.
- Client has been informed of:**
- Safe and proper operation of unit.
  - Troubleshooting.
  - Location of rules.
  - Terms & Conditions to initial.

Initial that setup check was performed: \_\_\_\_\_

Notes:

\*Standard Replacement Value each: Fan \$400, Sandbag \$35, Tarp \$125

Customer, please initial each item.

### TERMS & CONDITIONS

- \_\_\_\_\_ A) I will keep the Rental Equipment in the same condition as it was received. I am responsible for any damage, apart from general "wear and tear", sustained during my rental. I will pay a cleaning fee for any spills or messes on equipment sustained during my rental period (\$25 minimum). Riders must wear socks. USE OF SILLY STRING OR SIMILAR SUBSTANCE WILL INCUR A MINIMUM \$100 CLEANING AND/OR DAMAGE FEE.
- \_\_\_\_\_ B) I have been informed of and understand how to operate the Rental Equipment safely and know the location of the entrance and exit, if applicable. The equipment is securely anchored and openings including zippers are all closed. The equipment is operational.
- \_\_\_\_\_ C) In case an inflatable unit begins to deflate I will calmly and quickly evacuate the riders from the unit. In case of serious injury, call 911. See Troubleshooting on back side for more details on unplanned deflations.
- \_\_\_\_\_ D) There will always be at least 1 adult supervising each Rental Equipment. Obstacle courses require 2 adult supervisors. The Rental Equipment will not be left unattended. Look on back side of this agreement or on unit itself for number of riders allowed per Rental Equipment.
- \_\_\_\_\_ E) Neither I nor any other person shall use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation. Do not use inflatable units during high winds (exceeding 20 mph). If necessary, evacuate riders from equipment then turn off inflation fan.

- 1. Site Access:** Lessee grants Lessor, Merry Makers, Inc., the right to enter Delivery Address property for the delivery and pick-up of the unit at the approximately specified times. If site entry has stairs or is difficult to access, an additional charge may be added. Poor access may prevent setup.
- 2. Acknowledgement of Risks:** I understand and acknowledge that the activity to be engaged in through my rental of an inflatable, interactive amusement game(s) brings with it both known and unanticipated risks to myself, my guests and my invitees. Those risks include, but are not limited to falling, slipping, crashing and colliding and could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guests and invitees.
- 3. General Release:** I voluntarily release, indemnify, hold harmless and discharge Merry Makers, Inc., its officers, directors, shareholders, employees, agents and assigns or anyone acting on behalf of Merry Makers, Inc.(hereinafter collectively referred to as "MMI"), from any and all liability, claims, demands, actions or rights 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 hiring of the Rental Equipment including those allegedly attributable to negligent acts or omissions of MMI. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by MMI in the defense of any such liability claim, demand, action or right of action regardless of the outcome of such action.
- 4. Legal:** In the event that I file a cause of action against MMI, I agree to do so solely in Pierce County, Washington, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In all actions arising under this agreement, the court shall award reasonable legal fees and costs to the prevailing party.
- 5. Insurance:** I acknowledge that I have adequate homeowner's insurance, tenant insurance or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests or my invitees from the use of the Rental Equipment I am hiring or else I agree to bear the costs of such injury or damage myself.
- 6. Supervision:** I acknowledge and understand that MMI has not agreed to nor have they provided any operators with this rented equipment. Lessee agrees to supervise both the equipment and its operation at all times said equipment is in the possession of the lessee. Accompanying this contract or written on the back is a set of directions for use and safety rules which I agree to follow and utilize at all times during the operation and use of the Rental Equipment. I agree to provide adequate supervision in keeping with the directions for use and safety rules and to ensure that my guests follow the provided safety rules. I further agree to obtain a fully executed Assumption of Risks and Release of Liability from all parties who use the equipment or from their legal guardians. I agree to indemnify and hold harmless Merry Makers, Inc. from any liability for my failure to adhere to the terms of this paragraph.

I acknowledge and certify that I have had sufficient opportunity to read this entire document **including the additional terms and conditions on the back side**, that I understand its content and that I execute it freely, intelligently and without duress of any kind and agree to be bound by its terms.

Lessee Signature **X** \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

**THIS AGREEMENT MUST BE SIGNED BEFORE WE CAN SET UP OR OPERATE ANY EQUIPMENT**

## ADDITIONAL TERMS AND CONDITIONS

The parties, Lessee and Lessor, do further agree as follows:

**7. Alterations and Attachments:** No alteration in or attachments to the Rental Equipment will be made without prior written approval by MMI. Any alterations or attachments shall be removed prior to pick up or return of equipment.

**8. Limited Warranty:** Lessor warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. Lessor's sole and exclusive obligations under this warranty is limited to repair or replacement of the Rental Equipment when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the Lessor for damages, including but not limited to, consequential damages, arising out of or in connection with the use or performance of the rented equipment. Lessor shall not be responsible to Lessee or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the Rental Equipment. Lessor shall not be responsible for any defect or failure unknown to Lessor at the time of delivery.

**9. Possession/Title:** Lessee's right to possession of the Rental Equipment begins upon the item(s) being delivered to Lessee's premises and terminates on the actual pick up by Lessor or if Lessee picks up equipment then from that point until it is returned to MMI. Retention of possession, or any failure to return the item or permit the pick up of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of the Agreement. In the event that the Equipment is not returned for any reason, including theft, the Lessee is obligated to pay to Lessor the full replacement value for such Equipment plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by Lessor. The Lessee agrees to keep the Rental Equipment in his/her custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such items. The Rental Equipment will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Agreement.

**10. Receipt/Inspection of Rental Equipment:** Lessee hires the Rental Equipment on an "as is" basis. Lessee acknowledges that Lessee has inspected the installation of the Rental Equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Lessee finds that it is not suitable for Lessee's needs. Lessee acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

**11. Weather Conditions:** INCLEMENT WEATHER MAY PREVENT USAGE OF EQUIPMENT. High winds (20 mph), lightening and heavy rain are the most common conditions that may not allow safe and enjoyable usage. This is usually determined the day of the event. MMI has the final decision on whether to allow the rental of the equipment or to allow a refund or rental postponement. Once the equipment leaves the warehouse en route to the delivery address there is no refund.

**12. Troubleshooting:** Should an inflatable unit begin to deflate calmly evacuate riders from unit. Check for: **1) if the fan motor has stopped**, the switch may have been turned to off, it may have come unplugged or something else electrical on the same circuit may have switched the breaker off. If this is the case, turn off the fan, unplug the other electrical items on the same circuit, flip on breaker, then plug in fan and turn on again. **2) If the fan motor is still running**, confirm tube is still attached to fan and not twisted. Make sure any zippers (usually on side of the unit) or openings are closed. Also, check fan for debris blocking its air intake screen.

**IF YOU CANNOT CORRECT THE PROBLEM CALL THE OFFICE IMMEDIATELY AT (800) 585-1500.**

## INFLATABLE AND INTERACTIVE GAMES RULES OF OPERATION

These general rules are written for jump rides, slides and other interactive inflatables and games, collectively referred to here as 'games'. This is only a basic list and is not inclusive of each game's specific rules. Please read the rules printed on each game or the operation sheet.

- ◆ Enter game only when adult attendant is present.
- ◆ Only similar age groups and size shall play on the games at the same time.
- ◆ Remove shoes, eyeglasses, hanging jewelry and sharp objects before using inflatable.
- ◆ **Absolutely no "Silly String"**, gum, candy, food, beverages, face paint or pets are allowed in or on equipment.
- ◆ No flips, wrestling, pushing or running.
- ◆ Do not jump into sides/walls or near entrance.
- ◆ Keep the game away from swimming pools.
- ◆ Unload the riders immediately, deflate unit if winds exceed 20 mph.
- ◆ Do not climb the exterior of the game.
- ◆ Do not bounce closer than 5 feet to each other.
- ◆ Do not use water on or around units except Splash Down water slide. If water is used there will be a cleaning fee imposed immediately (\$50 minimum)
- ◆ Anyone under the influence of alcohol, drugs or any other "intoxicating" substance are prohibited from using equipment.
- ◆ **SUMO SUITS: ALWAYS USE GLOVES AND HELMETS.**

**PLEASE KEEP UNIT INFLATED UNLESS THERE IS A RISK TO SAFETY.**

**Maximum number** of riders of each group that may play in the unit at one time. Check each unit for specific details including height/weight restrictions.

UNIT SIZE / TYPE	CHILDREN 8 & UNDER	CHILDREN 9 TO 12	TEENS/ADULTS Under 150 lbs each	ADULTS 151-225 lbs
10' X 10' JUMP	4 - 5	2	NONE	NONE
<b>14' X 14' JUMP (standard)</b>	<b>8</b>	<b>5 - 6</b>	<b>1</b>	<b>NONE</b>
16' X 16' JUMP	10	7 - 8	2	2
Combos (see 18' slide for slide info)	8	5 - 6	2	NONE
Slides 18' Tall & Fire Truck	1 rider climbing up stairs, 1 sliding down.			NONE
Slides 22' Tall	1 rider climbing up stairs, 1 sliding down.			
Bungee Run, Joust, Bouncy Boxing	Check rules.	2	2	2
Kids Xtreme Obstacle Course	1 at a time.	1 at a time.	1 at a time.	NONE
Other Obstacle Courses	Check rules.	2	2	2

## REQUIREMENTS FOR INFLATABLE USAGE AND SETUP:

- Flat, level surface clear of debris including rocks, sticks, toys and pet droppings. The space requirements are on the invoice.
- Easy access to site—no stairs, steep hills or walkways less than 3 feet wide. (wider for inflatables other than Jumparoo bouncers)
- An electrical outlet within 70' of inflatable unit. A generator (3500 watt minimum per fan) must be supplied by Lessee if this is not possible.
- **ABSOLUTELY NO EXTENSION CORDS MAY BE USED WITH BLOWER (IN COMPLIANCE WITH WASHINGTON STATE LAW).**