

Top Notch Rentals, LLC  
Cranston, RI

### Rental Agreement and Liability Waiver

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. Please ensure that the following Safety Instructions are followed:

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 then the person hiring it will incur a cleaning charge).
2. Shoes, glasses, jewelry, badges, keys and any sharp objects **MUST** be removed before using the inflatable to avoid injury to peoples using the equipment and harm to the inflatable.
3. **ABSOLUTELY NO** "silly string," confetti, face paints, party poppers, or colored streamers to be used either on or near the inflatable. (Please note these products will cause damage to the inflatable that cannot be repaired, a repair or replacement fee from \$750.00 - \$5,000 will be imposed by Top Notch Rentals LLC. and shall be immediately due and payable by renter).
4. **NO** smoking (of any kind) on or around the inflatable.
5. **NO** barbeques or campfires around the inflatable.
6. Climbing, hanging or sitting on walls is dangerous and must not be allowed. Do not bounce against the sides or near the doorway of the inflatables as serious injury may result.
7. Anyone with head, back, neck or any muscular-skeletal injuries or disabilities, pregnant women, children under 3 years of age, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatables at any time.
8. No hanging from the netting on the sides, top or roof of the inflatables. A repair fee will be imposed if the sides/top/roof are damaged.
9. Use only blow up "beach ball" types of balls or nerf soft balls in the inflatables as other balls may cause serious injury.
10. Inflatables **MUST** be staked to the ground securely at all times to prevent tipping or injury. **DO** not use if winds exceed 20 mph as inflatables can flip over in high winds. If high winds exist, exit the inflatables immediately and turn off the blower.
11. Keep children away from the blower unit. Risk of electric shock and serious injury can result.
12. A responsible adult must supervise the inflatable at all times.
13. 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 using it at the same time.
14. Ensure that children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
15. No pets, toys or sharp instruments on the inflatable at any time.

16. NO piñata's in the inflatable.
17. DO NOT allow anyone to bounce on the front safety step as this is dangerous.
18. DO NOT allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
19. DO NOT operate the inflatables when raining or if ground is wet. Risk of serious injury due to slipping hazards and electric shock from the blower may result if wet conditions exist.
20. NEVER place a water hose or ANY water in general on any inflatable unless previously authorized by a representative of Top Notch Inflatables LLC.
21. Food, grass, pet feces, mud, vomit, water or spilled drinks will result in \$100.00-\$300.00 cleaning fee. Negligent use or damage caused by improper use will result in a \$250.00-1,000.00 repair fee. If the unit is not repairable a replacement fee of \$1,500.00 - \$5,000.00 will result.
22. Please ensure that children are not attempting summersaults and are clothed appropriately and that nothing can fall out of their pockets. To avoid neck and back injuries avoid wrestling, flipping or rough housing allowed.
23. In the event that the blower stops working, please ensure all users get out of/off the inflatable immediately and calmly. Check your breaker(s) and make sure the blower tube or deflation tube has not come undone or something has not blown into 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, inform us immediately at \*\*\*\*\*
24. THE MOST IMPORTANT RULE: Children's safety depends on you. Your personal supervision is absolutely required. 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. As the Lessee of the inflatable(s), the safety of all who come in contact with the inflatable or parts thereof is YOUR responsibility.

I (We) have read and understand the foregoing.

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

Lessee Name (Print): \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

TOP NOTCH Rentals LLC

## LIABILITY DISCLAIMER

PLEASE READ THE FOLLOWING CAREFULLY before signing this waiver of liability.

On behalf of all children and adults in my care participating in activities at involving the inflatable bounce houses, I acknowledge and agree to the terms and conditions of this waiver as identified below:

1. There are risks, both known and unknown, using any inflatable or amusement device, including, but not limited to physical injury, emotional injury, distress, paralysis and even death. The risk of serious injury from participating inflatable bounce house and slide activities, although minimal, does exist, as it does in all play and amusement activities.
2. If the inflatable bounce house or slide is being used outdoors, I take responsibility to make sure the bounce house and make sure all safety tie downs are securely attached. If there are wind gusts up to 10 MPH, I will remove all individuals from the inflatable bounce house and deflate it to insure safety of all participants.
3. I and the children and adults in my care who will participate in any inflatable bounce house or slide activities are physically, mentally, and emotionally fit to participate in such activities.
4. Should any children be dropped off in my care for the use of the inflatables, I will inform them to follow all rules of participation and will trust their judgement or the judgement or my representative in their safe participation. I understand Top Notch Rentals LLC. Staff does not provide a sitting service and is NOT responsible in their safe participation.
5. I, on behalf of myself, my children, my family members, children in my care, my heirs and my guests, knowingly and freely assume all risks of injury and agree to hold harmless Top Notch LLC., its owners, arising from the actions, acts of omission or negligence of said entities or individuals.
6. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear accepted).
7. Customer assumes all responsibility for injuries to persons or damages to property and agrees to release and hold Top Notch Rentals LLC. Harmless for any and all claims, of whatsoever nature arising out of use of the rental equipment while in his/her custody.
8. Customer agrees to company right to enter premises of customer at any time to repossess said equipment.

9. Customer agrees to reimburse Top Notch Rentals LLC. for all attorney fees, an amount not less than 50% of all sums due, court costs and expenses incurred by Top Notch Rentals LLC. to enforce collection or to preserve or enforce rights under this contract.
10. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.
11. Customer agrees to pay in full the replacement cost, including labor for all damages to rental equipment.
12. If the inflatable equipment is lost, stolen or damaged beyond repair the renter agrees to pay \$4,000.00 (four thousand dollars and 0 cents).
13. I agree to pay a cleaning fee of \$40.00 (forty dollars and 0 cents) if the owner finds evidence of food or beverage in the inflatable.
14. Customer agrees to ensure that all users (and users' guardians) of the rental equipment is aware of the rules and liability waiver.
15. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESS OR IMPLIED.

The person(s) or organization renting this equipment from Top Notch Rentals, LLC. will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I (We) have read the above release and waiver of liability agreement and fully understand its terms and accept the conditions as above. I (We) am/are aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur. By my signature, I freely and voluntarily agree to these terms.

Equipment	_____ Bounce House 13x13 Sports Arena	_____ Adrenalin Rush 40 x 20 x 20
	_____ Bounce House 13 x 13 Princess Castle	_____ Splash Slide 13 x 28 x 15
	_____ Bounce House Excavator	_____ Extension Cords
	_____ Bounce House Race Car	
	_____ Bounce House Birthday Cake	

Customer Name:	Driver License #:
Signature:	Date: _____/_____/_____
Witness:	Date: _____/_____/_____