

EAB Moonwalk and Waterslide Rentals

(830) 875-0017 or (210) 387-1485

Lease Contract and Indemnity Agreement

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

Lessee Name \_\_\_\_\_

Address \_\_\_\_\_

DL# \_\_\_\_\_ Phone # \_\_\_\_\_

EQUIPMENT: \_\_\_\_\_ DEPOSIT: \_\_\_\_\_

MOONWALK- \_\_\_\_\_ Fee: \_\_\_\_\_

WATERSLIDE \_\_\_\_\_ Fee: \_\_\_\_\_ Delivery Fee: \_\_\_\_\_

COMBO \_\_\_\_\_ Fee: \_\_\_\_\_

Subtotal \_\_\_\_\_ Tax \_\_\_\_\_

Total Due \_\_\_\_\_

1. Customer agrees: The following fees may be assessed for negligence or abuse of inflatable: Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee. If unit is not repairable a fee of \$3500-\$7000 could result.
2. Customer agrees to rent and use said equipment in this contract at the customers own risk, and moreover the customer agrees to indemnify and hold harmless EAB Moonwalk and Waterslides against any liabilities.
3. Customer agrees to pay full cost of repairs in the event that the said equipment is torn or damaged by their neglect.
4. It is understood and agreed that this equipment will not be removed from the address herein listed for use at any other address for any reason.
5. EAB is not responsible for water conditions of any kind. During periods of severe weather conditions we reserve the right to cancel your reservation.
6. Customer agrees to provide adult supervision.
7. Customer agrees to allow NO shoes, jewelry, glass, sharp objects, magic markers, food or drinks inside/on waterslide, moonwalk, or combo.
8. No one may engage in any horseplay, rough or aggressive behavior flips stunts, wrestling or any behavior that could lead to physical injury. CHILD SAFETY IS YOUR RESPONSIBILITY!!
9. Customer is responsible for equipment left overnight.
10. There is a \$35.00 returned check fee.

I have read and understand each of the above statements: \_\_\_\_\_

I have received a copy of RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT \_\_\_\_\_

## EAB MOONWALKS AND WATERSLIDES:

### RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:

**General Release/indemnity/hold harmless:** I \_\_\_\_\_, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **EAB Moonwalks and Waterslides** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **EAB Moonwalks and Waterslides** or anyone acting on behalf of **EAB Moonwalks and Waterslides** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **EAB Moonwalks and Waterslides** harmless for all such fees and costs. In consideration of being permitted by **EAB Moonwalks and Waterslides** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **EAB Moonwalks and Waterslides** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I agree that I shall be in charge of the bounce house unit's operation and am fully responsible for the return of the unit in good working order. I shall pay for any theft and/or damage of the inflatable bounce house or other rental equipment while leased to me. **EAB Moonwalks and Waterslides, d/b/a** and its representatives, affiliates, officers, members, agents, and employees are not responsible for any injury occurring to any person or persons related to or arising out of the use of the bounce house and/or other rental equipment provided by **EAB Moonwalks and Waterslides**. I am aware that participation or use of the **EAB Moonwalks and Waterslides** houses creates risk of injury, and I, on behalf of myself and the participants, knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others.

I, \_\_\_\_\_, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

**EAB Moonwalk and Waterslides**  
**RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT**

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from EAB Moonwalk and Waterslides Rentals. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from EAB Moonwalk and Waterslides Rentals before you begin use of the equipment.

**Supervision:** The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

**Age Groups:** Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER--	CHILDREN UP TO AGE 7: 10-12	SLIDE--MAXIMUM 2 PEOPLE OF
	CHILDREN AGES 8 – 12: 7-10	COMPARABLE WEIGHT,
	INDIVIDUALS OVER 12: 5-7	HEIGHT, & SIZE

**Shoes/Glasses/Jewelry:** All riders MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY before playing in the inflatable.

**Pre-existing Health Conditions:** Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

**Flipping/Wrestling/Piling:** Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

**Installation:** Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

**Inclement Weather:** Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present), or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

**Deflation:** Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed, period.

**General Misuse:** Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by Your Company Name Inflatable Rentals, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

**Negligence or Abuse:** The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$50-\$400 Cleaning Fee.
2. Negligence and damage to unit could result in a \$100-\$1000 Repair Fee.
3. If unit is not repairable a fee of \$3000-\$8000 could result.