



## Municipality of WestLake-Gladstone

### INFLATABLE RENTAL USE AGREEMENT

It is the responsibility of the person or organization renting 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 rules and Instructions are followed:

1. This unit has weight limit of 200lbs/person. Please ensure no one under the age of three uses the equipment. No adults are to use this inflatable.
2. 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 returned soiled due to misuse, the renter will incur a cleaning charge.
3. 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.
4. No face paints, party poppers, colored streamer or stilly string to be used either on or near the inflatable. (Please note these products will cause damage to the inflatable that cannot be repaired).
5. No smoking, vaping, or mind-altering substance use on or around the inflatable.
6. No barbeques around the inflatable.
7. Climbing, hanging or sitting on walls is dangerous and must not be allowed.
8. A responsible adult must supervise the inflatable at all times.
9. Always ensure that the inflatables are 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.
10. Ensure children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
11. No pets, toys or sharp instruments on the inflatable at any time.
12. Inflatables should be placed on a grassed area to avoid possible punctures.
13. Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.
14. Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets.
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, inform us immediately.
16. The most important rule: Do not let children play on the inflatable without ADULT supervision. Adult supervision is necessary to enforce rules for safe operation of the inflatable.

**\*\*I HAVE READ THE ABOVE INFORMATION AND AGREE TO ABIDE BY THE OUTLINED RULES:**

\_\_\_\_\_  
Initials of  
Authorized Person

### LIABILITY DISCLAIMER INFLATABLE USE

1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear expected).
2. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to personal property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as the Municipality of WestLake-Gladstone and its designates.
3. To release the Municipality's, their officers, directors, employees, representatives and agents from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors or assigns may have for personal injury, property damage, or wrongful death arising from the above activity whether

caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities;

By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Municipality, other than what is set forth in this Agreement.

4. Customer agrees to allow Municipal designates to enter premises of customer at anytime to repossess said equipment.
5. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any location other than the originally agreed upon location set forth at the time of booking.
6. Customer agrees to pay in full the replacement cost, including labour, for all damages to rental equipment.
7. If the inflatable equipment is lost, stolen or damaged beyond repair the renter agrees to pay the full replacement value of inflatable and for any extra charges if the damage is beyond normal wear or destroyed beyond repair.
8. Renter agrees to ensure that all users (and users guardians) of the rental equipment sign liability waivers.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**\*\* I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Renter/Organization: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Date of Pick-up: \_\_\_\_\_ Time: \_\_\_\_\_ Date of Return: \_\_\_\_\_ Time: \_\_\_\_\_

Equipment Rented: \_\_\_\_\_ Location: \_\_\_\_\_

\_\_\_\_\_  
Authorized Persons Signature

\_\_\_\_\_  
Printed Name of Authorized Person

### **RENTAL CANCELLATION POLICY**

Due to the fact that all of our equipment is by reservation only, and your requested equipment is removed from our available equipment list making it unavailable for other clients, we are forced to charge a Cancellation Fee to compensate for the time the equipment is not available, as follows:

- Day Of Event Cancellation (same day) - 100% of the total rental invoice
- Less Than 48 Hours Notice prior to day of event - 50% of the total rental invoice
- More Than 48 Hours Notice – Full Refund

#### **Events Cancelled Due to Inclement Weather (Outside Rental Only):**

#### **INCLEMENT WEATHER POLICY:**

We understand that our customers and the Municipality are unable to predict the weather. Due to this fact we do not provide refunds for rain day cancellations. You will have the opportunity to reschedule your rental. If you choose not to, our same day cancellation clause applies.

**I have read the above Cancellation Clauses and understand the financial implications of cancellations:**

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date