

# Extreme Parties LLC

## Waiver/Operating Procedures

Customer (Lessee) \_\_\_\_\_ ID \_\_\_\_\_  
Address \_\_\_\_\_  
City: \_\_\_\_\_ Zip code: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Drop off: \_\_\_\_\_ Pick up: \_\_\_\_\_ Surface/Delivery Notes: \_\_\_\_\_

### Equipment Rented:

#### Operating Procedures:

**Each operator is responsible for reading and understanding the following instructions.**

1. The ride should not be operated if winds exceed 25 mph, or operated in storm conditions such as rain, lightning or worse.
2. Participants may not wear their shoes.
3. **NO** food, drink, or gum, canned spray string (Silly String), loose or sharp objects including eyeglasses or loose fitting jewelry.
4. Participants must be sorted by size. Only participants of the same size will be allowed in/on the inflatable at the same time.
5. The rated capacity should never be exceeded. The MAXIMUM capacity of the inflatable is as follows:

**13' Bounces:** Small Children: 6-8      Medium Children: 4-6      Teens: 3-4

**15' Bounces:** Small Children: 8-10      Medium Children: 6-8      Teens: 4-5

**Water Slide:** 2 participants regardless of size

6. The attendant should assist the participants when they enter and exit the inflatable.
7. The attendant should position himself/herself close to the entrance of the slide where they may control access and within view of the occupants.
8. When the inflatable is in use, the attendant should watch the occupants at all times and activities such as wrestling, climbing the nets, horseplay and flips are not to be allowed. Participants engaging in those activities must be removed from the inflatable. It is important that attendants realize they control the operation of the inflatable and that removing participants who do not obey the rules is a safety measure design to protect ALL participants.
9. It is the duty of the attendant to enforce all written and posted safety procedures and operation procedures.
10. The attendant must never leave the inflatable unattended at any time. If it must be left unattended it is required to be deflated and power removed from the unit.
11. All participants are required to wear all protective equipment provided to include but not limited to head gear, safety harnesses, gloves, knee pads, elbow pads, etc.

### Emergency Procedures

Emergencies may be caused by weather, equipment failure, power failure and from actions of the participants. Here are some examples of how to handle some various situations should they arise.

#### Power Failure

With an interruption of power the unit will start to deflate. Perform the following.

1. Stay calm and have the participants exit the inflatable immediately.
2. Check the blower switch, the blower plug and extension cord if used. Make sure all connections are made. Check the fuse/circuit breaker panel.
3. If no power still exists, it may be a blower malfunction. Call a Extreme Parties LLC immediately. Unplug the blower from its power source.

#### Damage

Should the inflatable become damaged while in operation, perform the following.

If the unit ripped or punctured and begins to deflate, calmly have all participants exit immediately and turn the blower(s) off. Note exactly what happened, how many participants were on/in the unit and any unusual circumstances. Contact an Extreme Parties LLC immediately.

#### Weather

Severe weather conditions such as rain, lightning or strong winds require the participants to safely exit the unit immediately and the unit is to be deflated and unplugged. Do so as follows.

1. Do not panic, it is important the participants see you remain calm and in control so they do not panic themselves. Have them exit in an orderly fashion.
2. When all participants have exited the unit, turn off the blower to deflate the unit and then disconnect power to the blower(s).
3. All units should be covered with a tarp to protect it from rain. If no tarp is available fold the unit over on its self once.
4. The blower should be adequately covered as well to prevent water damage.

**1. SAFE OPERATION ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, ACKNOWLEDGES THAT I HAVE BEEN INSTRUCTED ABOUT AND FULLY UNDERSTAND THE SAFE OPERATION OF THE **Extreme Parties LLC** UNIT THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT.

I, \_\_\_\_\_, AGREE TO OBSERVE ALL SAFETY PRECAUTIONS AND AT NO TIME SHOULD THE UNIT BE UNATTENDED.

I, \_\_\_\_\_, ALSO REPRESENTS AND WARRANTS THE SAFE RETURN OF THE UNIT AND HEREBY AGREE TO PAY FOUR THOUSAND (\$4000.00) IF IT IS NOT RETURNED.

2. **MAINTENANCE:** I agree to return the **Extreme Parties LLC** unit in the same condition as when received, ordinary wear accepted. No alterations or attachments to the **Extreme Parties LLC** unit will be made
3. **TITLE TO Extreme Parties LLC:** I agree to keep the **Extreme Parties LLC** unit in my custody and not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the **Extreme Parties LLC** unit. The **Extreme Parties LLC** unit will remain the property of **Extreme Parties LLC** and may be removed by **Extreme Parties LLC** at any time after the termination of this rental agreement.
4. **RAIN POLICY:** During periods of severe weather conditions (rain, high winds, etc.), we reserve the right to cancel your reservations. If conditions are not too severe we will give you the option of keeping it or not. **IF YOU DECIDE TO KEEP THE UNIT FOR THE TERM OF THE RENTAL AGREEMENT, THERE WILL BE NO REFUNDS ONCE THE UNIT IS SET UP.**
5. **NEGLIGENCE OR ABUSE:** \_\_\_\_\_ agrees to be responsible for ANY damage to the **Extreme Parties LLC** rental equipment, if damage is incurred while the equipment is in their possession. Damage fees vary but are estimated below.

**Bounces: \$50 - \$100 for cleanings fees / \$200 - \$500 for repairs / \$4000 if the unit is not repairable.**

It is the responsibility of the Lessee to inform the participant(s) who use or operate the equipment that they do so at their own risk and that if any injury to the participant(s) should occur, **Extreme Parties LLC**, it's employees, its subcontractors, officers, directors, partners, shareholders, agents, successors and assigns shall not be held liable for any such injuries and/or resulting damages and furthermore shall indemnify Showtime Inflatable in the event they are held liable for any injuries and/or resulting damage.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contract **Extreme Parties LLC** at (610) 869-6202 immediately in order to resolve the problem. If the Renter fails to contact us then **Extreme Parties LLC** is not responsible for any refunds.

**Release of Liability:**

It is acknowledged that some equipment or services furnished by **Extreme Parties LLC** can be hazardous to participants regardless of any and all possible safety measures taken. Each participant has a duty to act as a reasonably responsible person when engaging in the use of equipment or services offered by **Extreme Parties LLC**. I hereby covenant and agree not to:

- a) Act in any manner which will interfere with the safety or operation of **Extreme Parties LLC** when such activities conform to the rules and regulations of the State of Pennsylvania .
- b) Utilize any of **Extreme Parties LLC** equipment, facilities or services unless I have the right to use said equipment, facilities and services and have received and understand the safety and operations procedures of said equipment, facilities and services.
- c) Engage in any activity that may directly or indirectly cause physical harm or injury to any person(s).

## A. HOLD HARMLESS PROVISION:

Lessee agrees to indemnify and hold Extreme Parties LLC harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Extreme Parties LLC from injuries or damages incurred as a result of the use of said equipment unless Extreme Parties LLC is operating the equipment and is deemed by a court of law to be negligent in its actions. Extreme Parties LLC cannot under any circumstances beheld liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Extreme Parties LLC from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof.

## B. DUTY TO MITIGATE:

In the event of injury, damage or loss due to Extreme Parties LLC negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss

## C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Extreme Parties LLC negligence.

## D. DISCLAIMER OF WARRANTIES:

Extreme Parties LLC makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee from Extreme Parties LLC. By signing this contact, Lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed.

By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed.

Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

## E. MERGER CLAUSE:

This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Extreme Parties LLC and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Extreme Parties LLC, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

**Risk:** I understand and acknowledge that by participating in any activities with the equipment, facilities or services offered by Extreme Parties LLC, that there are known risks which may result in injury, illness, death, dismemberment, disease of either a physical or mental nature to myself or other participants and or my physical property. I, knowing of said risks accept and assume responsibility for said risks. I do so freely on my own free will regardless of known or unknown risks.

**Release:** In consideration of equipment, facilities and services by Extreme Parties LLC, I, for myself and any minor children for which I am the parent, legal guardian, or other wise responsible, any heirs, personal representatives, or assigns, do hereby release Extreme Parties LLC, its principals, subcontractors, directors, officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse Extreme Parties LLC for all attorney's fees and costs should I bring legal action against them and lose.

**Agreement:** I understand that this is the entire Agreement between myself \_\_\_\_\_ and Extreme Parties LLC, it agents or employees, and that it can not be modified or changed in any way by the representatives or statements of any employees of Extreme Parties LLC or by me.

**ONLY RELEASE THE Extreme Parties LLC UNIT TO THE DRIVER WITH THE ORIGINAL SIGNED CONTRACT.**

**YOU, \_\_\_\_\_, ARE FULLY RESPONSIBLE FOR THE Extreme Parties LLC UNIT.**

**I HAVE INSPECTED AND RECEIVED THIS UNIT IN GOOD CONDITION. Initial\_\_\_\_\_**