

Bounce House Waiver

Byron Forest Preserve District (BFPD)
 7993 North River Road
 P O Box 1075
 Byron IL 61010
 Phone: 815.234.8535
 Website: www.byronforestpreserve.com
 Email Contact: raul@byronforestpreserve.com

Please Print All Information

First Name _____ Last Name _____

Organization / Business Name _____

Address _____ City _____

Zip Code _____ Home Telephone _____ Cell _____

On Site Rental (If rental is off site, skip to next section.)

If rental is on BFPD site, BFPD staff will set it up. Please complete a Facility Rental Form and provide a Certificate of Insurance, co-insuring the BFPD. Attach the document to this waiver.

<u>Off Site Rental</u> -3-day maximum -renter sets up	Resident - \$200 Non-resident - \$250	Date Out	Date In	Amount Paid
Bounce House				

IMPORTANT INFORMATION & DISCLAIMER

You are solely responsible for determining if you or your minor child/ward is physically fit and/or adequately skilled for use of the above identified rental equipment. You are further responsible for supervising any and all use of the equipment and ensuring that it is being used properly and in accordance with any instructions provided.

Renter acknowledges and agrees that that Renter takes the equipment and each part thereof "as-is" and that BFPD has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the equipment in any respect whatsoever or in connection with or for the purposes and uses of renter, or as to the absence of latent or other defects whether or not discoverable, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by Renter and Owner shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the equipment and the maintenance thereof.

All rental equipment is intended for use and/or operation by the party identified above. BFPD does not permit, authorize, or intend use or operations by any other party.

WAIVER & RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK AND INDEMNIFICATION

Please read this form carefully and be aware that in consideration for renting the above equipment, you will be waiving and releasing any and all claims for injuries you or your minor child/ward might sustain arising out of use of the equipment, including any activity associated with or connected with use of the above equipment.

I have inspected said equipment and acknowledge that upon receipt it is in good working order with no defects or abnormalities. I understand and agree that BFPD is not providing supervision or instruction in the use of said equipment and that I am solely responsible for determining the appropriateness of the equipment for any intended use. Further, I agree to be responsible for any damage to the equipment, except ordinary wear and tear.

I recognize and acknowledge that there are certain risks of physical injury to persons using this equipment, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of this rental agreement. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) arising out of use of this equipment against BFPD, including its officials, agents, volunteers and employees (collectively).

I hereby fully and forever waive, release and relinquish any and all claims, demands and actions whatsoever that I or my minor child/ward may have against BFPD and arising out of, connected with, incidental to, or in any way associated with this agreement.

I further agree to indemnify, hold harmless and defend BFPD from any and all third party claims and actions resulting from injuries, damages and losses arising out of, connected with, or in any way associated with this agreement.

Bounce House Rules (strikethrough and initial if not applicable):

- MUST BE SUPERVISED BY AN ADULT.
- Individuals with head, neck, back or muscular-skeletal injuries from falls, bumps or bouncing are not permitted in the unit at any time.
- No flips, somersaults, or roughhousing allowed.
- No climbing or pulling on the netting of the equipment by person inside or outside of the moonwalk.
- No shoes in the moonwalk.
- No sharp object in or around the inflatable.
- No food, drinks, gum, candy, confetti or trash in or around the inflatable. (A cleaning charge will apply for any excessive clean-up other than normal use.)
- DO NOT USE SILLY STRING in or around the inflatable, it will damage the unit.
- No eyeglasses, jewelry, or body jewelry in the inflatable.
- Children of the same age group must play at the same time.
- No persons over 150 pounds are allowed inside the moonwalk.
- Extra caution and supervision are required for children three (3) and under.
- In case of rain or lightning have children exit the moonwalk and turn off the motor.
- In case of accidental power outage to unit, have children exit moonwalk then check for disconnection.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Name (please print) _____

Signature _____ Date _____
(18 years or older or Parent/Guardian)

