

## USE OF INFLATABLES/BOUNCE HOUSES

Inflatables have become a popular choice for entertainment provided at parish festivals. They are also used for school carnivals or as a special reward for class achievements. There is a large variety of inflatables offered in the marketplace today. Most can be used relatively safely when proper safety precautions are taken. However, there are several inflatables that Catholic Mutual Group recommends against using. These include (but are not limited to) the Bungee Run, Boxing Ring, Gladiator Arena, Jousting Arena, Velcro Wall and the "Wet Slip and Slide". If you have questions on a particular inflatable that is not mentioned, please contact the Office of Property Insurance.

Most rental companies require the parish/school to sign an agreement/contract when renting an inflatable. Many of these agreements/contracts contain hold harmless, indemnity or similar insurance wording and should be reviewed by the Office of Property Insurance. These contracts/agreements could contain hold harmless and indemnity wording that requires the parish to pay for any type of claim which happens during use of the inflatable. Your insurance program does not provide automatic insurance coverage for any type of claim that happens at any time. These agreements/contracts may also require the parish/school to be responsible for any damage that occurs to equipment which is rented. In these instances, the parish/school agrees to pay for damage to the equipment regardless of how it happens, even if the damage was due to natural causes such as wind or lightning. Your insurance program does not provide automatic insurance coverage for another organization's property. Considering this, the parish would be responsible for the damaged equipment.

A parish/school should never sign an agreement/contract which contains wording described above. It is only acceptable to take responsibility for claims or property damage which the parish would be legally responsible for in the absence of the agreement/contract. Remember that no matter how small an agreement/contract may be, if it contains unfavorable hold harmless, indemnity or reimbursement language, the parish/school is risking severe financial exposure if a liability claim or property damage occurs.

If the inflatable will be provided by a vendor that will be responsible for setting up and taking down the equipment as well as providing the staff to supervise use of the equipment, the attached Vendor hold Harmless/Indemnity Agreement should be signed by the vendor. Since the vendor would have full control over the use of the equipment, they would also need to provide a Certificate of Insurance naming the parish/school and the Diocese as "additional insured".

The Office of Property Insurance is available to answer any questions you have regarding the type of inflatable you wish to use or to review your agreement/contract with the rental company. To ensure safe operation of the equipment, the attached "Inflatables/Bounce House Rules" should be followed.

## INFLATABLES/BOUNCE HOUSE RULES

1. Unit must be operated over a smooth surface such as grass or a hard top surface. Do not operate on rough surfaces such as rocks, bricks, glass or any jagged object(s).
2. Unit must be anchored prior to use and deflated in high winds or gusts.
3. Do not allow unit to be located within five feet of any fixed object such as a wall or pole.
4. Make sure air intake has no obstructions or kinks as this could cause collapse of the unit.
5. Do not set unit up next to rides or equipment that uses diesel, gasoline or propane fuel.
6. Always have an adult present to screen and supervise jumpers/riders.
7. Do not allow anyone to jump or play on a partially inflated unit.
8. Do not allow jumpers/riders to play or climb on outside walls, sides or roof of unit.
9. Do not allow jumpers/riders to hang on or pull netting or columns.
10. Do not allow flips, horseplay or roughhousing on the unit.
11. Always follow number of jumpers/riders listed on rental agreement as each inflatable is different in size.
12. Compatible age groups must play on equipment at the same time. Age groups must not be mixed.
  - Recommended Age Groups:
    - Age 3-4
    - Age 5-7
    - Age 8-12
    - Age 13-16
    - Age 16 - older
13. ALWAYS follow contract operation guidelines for numbers allowed in each group according to size of the unit rented.
14. All jumpers/riders must remove shoes, eyeglasses and other sharp objects before entering the unit. SOCKS MUST BE WORN.
15. Do not plug or unplug blower repeatedly as it will cause overheating and damage.
16. NEVER put a hose or water on the unit.
17. In case of rain, remove jumpers/riders immediately. Jumping source is slippery and dangerous when it becomes wet. Unplug motor from electrical source. After deflated, fold unit upon itself to keep play area dry.

# VENDOR HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH: \_\_\_\_\_

PARISH is understood to include the Diocese of \_\_\_\_\_

VENDOR: \_\_\_\_\_

TYPE OF VENDOR: \_\_\_\_\_

DATES OF USE: \_\_\_\_\_

The above named VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named VENDOR or any of its agents, family members, officers, volunteers, helpers, partners, organizational members, or associates in connection with the operations of the above named VENDOR at the above named PARISH.

VENDOR agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. VENDOR also agrees to have the PARISH named as an “**Additional Insured**” on its general liability policy for the DATES OF PARISH FESTIVAL in relationship to the VENDOR’S activities. It is agreed that VENDOR also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

**If and only if** VENDOR fails to comply with the above (second) paragraph, then VENDOR agrees to protect, defend, hold harmless, and fully indemnify the above named PARISH for any claim or cause of action whatsoever which takes place during the above identified DATE(S) OF USE that is brought against the PARISH by the above named VENDOR or its employees, agents, guests, invitees, customers, partners, family members, organizational members, and associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents or the negligence of any other individual or organization not a party to this agreement. If any paragraph or sentence of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

(Must be an official agent of VENDOR)

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_