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**TECHNICAL INFORMATION BULLETIN No. 49**

**To: Members, Arizona School Risk Retention Trust, Inc.**

**Re: Inflatable Rides**

**Introduction**

During carnivals, fairs, festivals, and similar events, school districts often rent inflatable rides (e.g., slides and “bounce houses”). While these rides can be fun for students and guests, they also bring with them the risk of injury, including abrasions and sprains, broken bones, and serious head injuries. This, in turn, can create liability for the district.

In recognition of these issues, this Technical Information Bulletin provides information on: (1) appropriate terms for district-vendor rental contracts; and (2) operating guidelines for rides, to help minimize risk.

**Inflatable Ride Contracts**

Before entering into a rental agreement, the district should research the operator’s experience, safety record, and training practices. Additionally, the district should closely scrutinize standard vendor contracts. In some cases reviewed by the Trust, districts have signed inflatable ride rental contracts that release the vendor from all liability. This puts the district at serious risk if an injury occurs.

Recognizing this, the Trust has developed a sample contract for use between districts and inflatable ride vendors (see the attached exhibit). This can serve as a model for districts in drafting their own agreements.

**District/vendor contract language**

Whether or not the district uses the sample vendor contract, the vendor-district contact should contain certain provisions. First, the contract should stipulate that vendors will provide at least \$1,000,000 in coverage for bodily injury, and at least \$1,000,000 in coverage for property damage. Second, the vendor must name the district as an additional insured. Third, the vendor’s insurance should be primary and non-contributory, and the vendor must waive the right of subrogation. Finally, the vendor should be required to provide evidence that it is licensed to operate a business in the state of Arizona.

If for some reason the vendor is unwilling to sign the sample contract as-is, or to sign a substantially similar contract containing the provisions recommended above, the indemnification language section should state that each party will indemnify the other when at fault.

### Parent Teacher Organizations (PTO) policy language

Sometimes, a PTO plans an event at which an inflatable ride will be used. Recognizing this, the Trust recommends incorporating the following language into all PTO policies:

If a school PTO is organizing an event, administration at either the district office or the school must review and sign any inflatable ride contract between the school and the vendor. A representative of the PTO should not sign contracts in which the district may be responsible for liability.

### **Operating the Inflatable**

When renting an inflatable ride, there are two common scenarios that a district may encounter:

1. the vendor erects, operates, and dismantles the ride, and supervises its use; and
2. the vendor erects and dismantles the ride, but the district operates the ride and supervises riders.

The first scenario is ideal, and is the approach recommended by the Trust. More often than not, however, the vendor will require the district to operate the ride. When this situation arises, the vendor should provide the district with:

- a thorough training program to ensure proper operation;
- a copy of the operation manual; and
- a release statement to be signed by the district, documenting that it has received and understands the ride operation procedures.

Additionally, district personnel should familiarize themselves with the inflatable ride guidelines prepared by the United States Consumer Product Safety Commission (CPSC)<sup>1</sup> and the American Society for Testing and Materials (ASTM).<sup>2</sup> Below is a summary of these guidelines as they apply to: (1) general operating procedures; (2) erection and dismantling of inflatable rides; and (3) supervision of ride usage.

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<sup>1</sup> United States Consumer Product Safety Commission, "Amusement Ride Safety Bulletin," available online at <http://www.cpsc.gov/LIBRARY/FOIA/FOIA02/os/amusemnt.PDF>, accessed on October 15, 2012.

<sup>2</sup> American Society for Testing and Materials, "ASTM F2374—10 Standard Practice for Design, Manufacture, Operation, and Maintenance of Inflatable Amusement Devices," available online at <http://www.astm.org/Standards/F2374.htm>, accessed on October 15, 2012.

## General operating procedures

District personnel should adhere to the following operating procedures:

Consult and follow the ride operating manual's guidance on: site layout; inflation/deflation; use of ropes, tethers, tie-downs, and anchors; use of electrical cords; allowable temperature range; number and size of riders; daily operation and inspection; and appropriate methods for washing, repairing, drying, storing, and transporting the ride.

Do not use the inflatable ride when wind speeds exceed the manufacturer's recommendation. (Various manufacturers recommend maximum wind speeds from 15 to 25 miles per hour, depending on the ride. Most manufacturers recommend that the inflatable ride be unloaded and deflated when wind speed exceeds 25 miles per hour.)

Make sure that warning and rule signage is posted and visible, and that rules and warnings are enforced.

Establish and communicate emergency procedures to be followed in the event of bad weather, loss of electrical power, injuries, or any other potential emergency. Be sure that bounce houses and similar rides have a sealed chamber that will prevent the rapid collapse of the ceiling and walls if the power fails.

Confirm that inflatable slides over 15 feet tall will not deflate and collapse when subject to the body weight of riders.

Completely inflate and deflate the ride each day (if it is to be rented for more than one day), and inspect the ride daily after it is inflated.

## Erecting and dismantling the ride

Following ride set-up, district personnel should inspect the ride and equipment to identify any pre-existing damage. Any such damage should be brought to the vendor's attention so that the district is not held responsible for it. Additionally, the following set-up and take-down guidelines should be observed (these items will generally be the responsibility of the rental company):

Be sure the ride site is clear of debris and overhead obstructions, e.g., sharp objects, sticks, stones, power lines, poles, trees, etc. (The highest point of the ride should be at least 20 feet away from any utility line.) If the ride will be set up on gravel, a tarp is recommended.

Do not set up rides on concrete, asphalt, or stone. Additionally, all entrances/exits should be situated away from concrete, asphalt, or stone areas.

Always anchor rides in accordance with the manufacturer's requirements.

Make sure that ride blowers are securely fastened to air inlet tubes, and that all zippers or outlet tubes are closed.

Make sure that the power cord or receptacle being used is the proper voltage and amperage required for the specific ride (normally a GFCI 110v outlet). Also, a ground fault circuit interrupter (GFCI) should be used. Finally, confirm that power cords are free from wear, are in good condition, and do not pose a trip hazard.

When deflating the ride, keep it anchored, and make sure that onlookers remain at a safe distance. Turn off the blowers and open all outlet tubes and zippers. Remain with the ride until it is completely deflated.

### Supervising ride use

Finally, these guidelines for ride supervision should be observed:

Make sure that there are at least two operators for slides 15 feet tall and taller, and at least one for slides under 15 feet tall.

Position the operator(s) in close proximity to the entrance of the ride. The operator(s) should have no responsibilities other than monitoring riders.

Assist riders when they enter and exit the ride.

Sort riders by size. Only riders of similar age, weight, and height should be allowed in the ride at the same time.

Do not allow children under the age of three years on rides.

Make riders remove their shoes, personal effects, jackets/sweatshirts with drawstrings, and loose or sharp objects before entering the ride.

Do not tolerate rough play. This includes but is not limited to somersaults, diving, wrestling, or flips.

Keep ride surfaces dry to avoid slipping, and do not allow food or beverages on rides.

Do not exceed the manufacturer's requirements for maximum recommended weight per rider, usually 200 pounds. Do not exceed the manufacturer's requirements for maximum ride loads.

### **Conclusion**

When renting an inflatable ride, the district should make sure that an appropriate contract is in place; that the ride is erected, operated, and dismantled safely, and in

accord with the manufacturer's guidelines; and that adequate supervision occurs. Doing so will ensure a safer experience for riders, and will reduce risk to the district.

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If you have any questions about the content of this publication, please contact Member Services at (800) 266-4911 or (602) 266-4911, or via email at [the-trust@the-trust.org](mailto:the-trust@the-trust.org).

EXHIBIT

**EXHIBIT: SAMPLE INFLATABLE RIDE RENTAL AGREEMENT**

**EQUIPMENT DESCRIPTION AND FEE:**

<b>QUANTITY</b>	<b>DESCRIPTION</b>	<b>RATE</b>	<b>INCLUDES SUPERVISION (YES OR NO)?</b>

**1. EQUIPMENT, RENT, AND TERMS OF RENTAL AGREEMENT.**

\_\_\_\_\_ [SCHOOL DISTRICT], as Lessee, hires \_\_\_\_\_ [RENTAL COMPANY], as Lessor, for the above-listed equipment. The rental period shall begin on \_\_\_\_\_ [date] at \_\_\_\_\_ [time] and shall end on \_\_\_\_\_ [date] at \_\_\_\_\_ [time]. The rental fee as stated above is payable in advance of the rental.

**2. DELIVERY.** To the street address specified by Lessee. Lessee grants Lessor the right to enter the property at the said street address for the delivery and subsequent pick-up of the equipment. Lessor shall pick up the equipment within two hours of the end time. Lessee is responsible for all equipment until Lessor picks it up, unless a representative or employee of Lessor is at the delivery and pick-up location.

**3. TRANSPORTATION EXPENSE.** Except as provided herein, all charges in delivering and subsequent pick-up of the \_\_\_\_\_ [RENTAL COMPANY] unit with respect to the delivery address are included in the rental fee noted above.

**4. GENERAL RULES TO FOLLOW DURING USE OF THE \_\_\_\_\_ [RENTAL COMPANY] UNIT.** [Insert rules here or attach as Exhibit.]

**5. SPECIAL INSTRUCTIONS.** [Insert instructions here or attach as Exhibit.]

**6. SUPERVISION.** If hired to supervise the use of the equipment, Lessor shall be responsible for supervising the proper use of the equipment and for ensuring that the general rules and special instructions described in Section 4 and Section 5 are being strictly followed by all persons using the equipment.

**7. MAINTENANCE.** Lessee agrees to keep the \_\_\_\_\_ [RENTAL COMPANY] unit in the same condition as when received, ordinary wear excepted. If Lessor is hired to provide supervision of the equipment and use of the equipment, Lessor shall be responsible for any damage to the equipment, unless such damage is caused by Lessee's negligence.

**8. ALTERATIONS AND ATTACHMENTS.** No alteration in or attachments to the equipment shall be made without prior written approval of Lessor.

**9. TITLE TO \_\_\_\_\_ [RENTAL COMPANY].** Lessee agrees to keep the equipment in Lessee's custody and not to sublease, rent, sell, remove from the delivery address, or otherwise transfer such equipment. The equipment will remain the property of Lessor and may be removed by Lessor at any time after the termination of this rental agreement.

**10. INDEMNIFICATION.**

A. Lessor shall indemnify, defend, and hold harmless Lessee and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Lessee, its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by Lessor and/or its employees, agents, representatives, or subcontractors or in whole or in part out of the failure of or defects in the equipment.

B. Lessee shall indemnify, defend, and hold harmless Lessor and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by Lessor, its officers, agents, employees, or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by Lessee and/or its employees, agents, representatives, or subcontractors.

**11. INSURANCE.** Lessor, at its sole expense, shall procure and maintain a liability insurance policy with the minimum limits of one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. The foregoing coverage shall be effective at all times during the rental agreement period. The policy of insurance shall (1) be written as primary insurance and be non-contributing to any coverage of Lessee, including any coverage provided by the Arizona School Risk Retention Trust, Inc.; (2) waive the Lessor's insurer's right of subrogation, or similar rights, against Lessee, its officers, employees, agents, and representatives; and (3) name the Lessee and its officers, employees, agents, and representatives as additional insureds.

**12. ENTIRE AGREEMENT.** The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement.



**13. WEATHER POLICY.** During periods of severe weather conditions (i.e., rain, high winds, etc.), either party may cancel the reservation. In the event that the reservation is canceled due to severe weather, prior to the set-up of the equipment, Lessee is entitled to a full refund of its deposit and/or rental fee paid in advance.

**14. INSPECTION OF EQUIPMENT:** Lessee agrees to inflate the equipment for inspection on the day the driver returns to pick up the equipment. If for some reason the equipment needs to be deflated, Lessee agrees to secure the equipment and ensure that no one attempts to move it, fold it, or walk on it. If Lessor's representative or employee is present, then Lessor shall be responsible for securing and protecting the equipment. The driver will inspect the equipment before deflating it. If the equipment is deflated upon arrival, the driver will inflate it for inspection.

**15. NEGLIGENCE OR ABUSE:** Lessee agrees to be responsible for **ANY** damage to \_\_\_\_\_ [RENTAL COMPANY] equipment, if damage is incurred while the equipment is in the possession of the Lessee, but only if the damage is caused by Lessee's negligence or improper supervision of the equipment's use. If Lessor is hired to provide supervision over the use of the equipment, then Lessee shall not be responsible for any damage incurred due to improper use of the equipment. Damage fees vary but are estimated below:

- \$50-\$100 for cleaning fees
- \$100 for blower damage
- \$200-\$500 for repairs
- \$5,000 if the unit is not repairable

Lessor: \_\_\_\_\_ [Rental Company]

By my signature, I accept the terms of this Rental Agreement.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative for \_\_\_\_\_ [Rental Company]

By my signature, I accept the terms of this Rental Agreement.

Lessee: \_\_\_\_\_ [School District] Date: \_\_\_\_\_  
Authorized Representative for \_\_\_\_\_ [School District]