



Inflatables Agreement (rev 1.28.2018) (reviewed 2019)

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, Water Slide and the "Wet Slip and Slide". If you have questions on a particular inflatable that is not mentioned, please contact the Risk Management Department of the Diocese.

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 Catholic Mutual. These contracts/agreements could contain hold harmless and indemnity wording that requires the parish/school 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/school 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/school 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 of Wheeling-Charleston as "additional insured".

Catholic Mutual Group's Risk Management Department 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 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 riders.
7. Do not allow anyone to jump or play on a partially-inflated unit.

8. Do not allow riders to play or climb on outside walls, sides, or roof of unit.
9. Do not allow riders to hang on or pull netting or columns.
10. Do not allow flips, horseplay, or roughhousing on unit.
11. Always follow number of riders listed on rental agreement as each inflatable is different in size.
12. Compatible age groups must play on equipment at same time. Age groups must not be mixed.
Recommended groups:
 - o Age 3-4
 - o Age 5-7
 - o Age 8-12
 - o Age 13-16
 - o Age 16 and older
13. ALWAYS follow contract operation guidelines for numbers allowed in each group according to size of unit rented.
14. All riders must remove shoes, eyeglasses, and other sharp objects before entering 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 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/SCHOOL: _____

PARISH/SCHOOL is understood to include the Diocese of Wheeling-Charleston

VENDOR: _____

TYPE OF VENDOR: _____

DATES OF USE: _____

The above named VENDOR agrees to defend, protect, indemnify, and hold harmless the above named PARISH/SCHOOL 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/SCHOOL. VENDOR agrees to provide a certificate of insurance to the PARISH/SCHOOL, which provides evidence of general liability coverage of not less than two million dollars (\$2,000,000) per occurrence. VENDOR also agrees to have the PARISH/SCHOOL named as an "Additional Insured" on its general liability policy for the DATE(S) OF USE 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/SCHOOL. 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/SCHOOL 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/SCHOOL 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/SCHOOL, 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: