

INFLATABLE PLAY EQUIPMENT (AND OTHER RENTAL EQUIPMENT)

NOTE: The provisions of this policy apply to the rental of any equipment used for the entertainment of students, and as applicable to the specific purpose of the equipment. Administrators must contact the Benefits and Risk Manager before renting or allowing a sponsor agency to rent any equipment on behalf of the school.

Inflatable slides, games, and bounce houses are used frequently as part of school rewards, carnivals, fundraisers, and other special events. While inflatables appear to be soft and risk free, safety precautions must be put in place to ensure participants can enjoy the games without incident or injury. Whether schools within the Lyon County School District (LCSD) are renting inflatable equipment, allowing a vendor to operate the equipment, or allowing a sponsor entity (i.e. PTA, Booster Club, etc.) to operate the equipment, the following guidelines, rules, and regulations must be followed.

1. Vendor Selection

- a. Rent only from experienced and reputable operators who carry insurance sufficient to meet the requirements of the LCSD and who are licensed by the State of Nevada. The LCSD Benefits and Risk Manager can assist with this.
- i. Submit vendor contract to legal counsel for review. POOL/PACT will also assist with review of the contract for insurance, indemnification, and related provisions.

2. Renting Bounce Houses and Inflatable Play Equipment

- a. Ensure that the terms and conditions are appropriate and that they transfer risk to the rental agency (including naming the LCSD, vendor, and/or sponsor entity as an additional insured).
- b. Ensure that the rental agency's insurance limits comply with the LCSD's insurance requirements for contracts/agreements.
- c. Determine the primary age group that will be using the bounce house and inflatable play equipment. Inflatable equipment designed for older children and adults will have different standards than equipment designed for younger children.
- d. Obtain written and verbal instructions for operating the equipment from the rental company or product distributor.
- e. Ask the rental company for documented operating instructions, engineering profile, and safety rules prior to signing a rental contract.
- f. Evaluate all equipment for quality, condition, and sanitation.
- g. Purchasing a bounce house and other inflatable play equipment for permanent use in the LCSD is prohibited.

h. Accepting a bounce house and other inflatable play equipment as a donation or gift for permanent use in the LCSD is prohibited.

3. Prior to the Event

Obtain Parent/Guardian Waiver and Release of Liability agreements for all students/minors using the equipment. Students/minors may not use the equipment absent an appropriately signed agreement/waiver. School administrators are responsible for collecting and keeping copies of the student/minor agreements/waivers and maintaining them for five years.

4. Site Selection

- a. The rental company, sponsoring entity, or LCSD personnel (if renting directly) must set up the inflatable and related equipment according to manufacturer's instructions. Do not relocate the equipment after installation.
- b. Inflatable play equipment must be set on a flat surface. Do not set up equipment on uneven surfaces, wet surfaces, or surfaces with debris.
- c. If the inflatable equipment will be set on a hard surface, place safety mats around the entrance/exit. Mats should be placed tightly together and not be torn, in order to prevent trips, falls, or other injuries.
- d. Identify and mark any gas, water/lawn sprinklers, fire sprinklers, power lines or other equipment that may interfere with installation.
- e. Verify that the equipment is properly weighted (e.g. with sandbags) or staked down prior to use. Stakes sticking out of the ground must be appropriately padded and/or rendered safe from trips and falls.
- f. Trip Hazards: In order to minimize trip hazards associated with inflatable equipment, cords and stakes should be covered and/or clearly marked and visible.
- g. Inclement Weather: Have a plan in place to monitor the weather and to react should inclement weather occur. As a general rule, in case of a thunderstorm or if winds should exceed 20 mph the blowers should be disconnected, and the inflatables allowed to deflate. Check with the vendor supplying the inflatable or the manufacturer for the specific maximum allowable wind for the inflatable being used (this information is also often on a warning label on the inflatable).
- h. Inflatables using water (i.e. water slides): Ensure the rental company, sponsoring entity, or LCSD personnel keeps the power supply to the blower far enough from the water supply so that the power cords, junction boxes, blowers, and any other electrical components does not come in contact with water from the equipment.

5. Capacity

Follow manufacturers guidelines. All structures have a participant capacity that must be followed at all times. The capacity is determined by the size of the equipment, age and size of the participants, and the number of participants.

6. Rules

- a. Obey all manufacturer's safety guidelines.
- b. A trained attendant must be present when the equipment is in use.
- c. Post all safety rules.
- d. The attendant will make all students/minors and their parents/guardians aware of rules posted on the inflatable.
- e. Supervision by a trained vendor, sponsoring entity, or district employee (if renting directly) is required at all times. Never leave the inflatable play equipment unattended.
- f. To minimize the associated risks, allow one person on/in it at a time. If more than one person will be on/in the equipment at the same time:
 - i. Be aware of the occupancy limit (the manufacturer or rental agency will provide this information) and limit the number of people allowed on/in the equipment accordingly.
 - ii. Do not allow children in the bounce house whose heights and weights greatly differ. Ensure that children inside the bounce house are similar in age, height and weight according to manufacturer guidelines. If students/minors over the age of 12 use the equipment:
 - 1. The attendant must verify (through the manufacturer or rental agency) that students/minors over the age of 12 are allowed to use the equipment.
 - 2. Adjust occupancy limit accordingly for older students/minors (per manufacturer's guidelines).
 - 3. Older/Larger children must use the equipment at separate times from younger/smaller children.
- g. Participants must remove any accessories (jewelry, glasses, items in pockets, etc.) and shoes before they are allowed to enter or use the inflatable equipment. No food, drinks, gum, pets, silly string, confetti, etc. is allowed in/on the inflatable.
- h. All users must remove shoes, but wear socks.
- i. Do not allow rough housing or gymnastics such as somersaults, back- flips, etc.
- j. Do not allow students/minors to rock the inflatable from side to side, as this may cause tipping and injuries.
- k. Do not allow persons to play or linger in front of entrances/exits or to climb up exterior walls.
- l. Do not allow anyone to use the inflatable when wet (unless it is an approved inflatable water slide).
- m. Keep students/minors away from the blower at all times.
- n. Inflatables should not be used during high winds or inclement weather.

o. Ensure that the equipment is fully inflated according to the manufacturer's specifications while in use.

p. Regularly inspect for holes and areas of sagging. Ensure that no part of the stitching is undone and that there are no rips or tears.

q. In the event that play equipment begins unexpectedly deflating during use:

i. Immediately evacuate persons in an orderly fashion one at a time.

ii. Turn off and unplug the blower.

iii. Close the attractions and keep users away from the equipment.

NOTE: Adults, specifically LCSD employees, are prohibited from using inflatable play equipment located on LCSD property or at LCSD sponsored events.

7. Emergencies

a. Alert public safety personnel of the type and location of the event.

b. It is recommended that trained EMS personnel be on-site in case of emergencies, depending on the number of people attending the event.

8. State Regulations

Follow all local and state regulations. Consult with your legal counsel to ensure all local and state regulations are followed.

APPENDIX A -

PARENTAL/LEGAL GUARDIAN
RELEASE, WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND
PHOTO/VIDEO RELEASE

PLEASE READ THE ENTIRE RELEASE BEFORE SIGNING AS IT HAS A SIGNIFICANT IMPACT ON YOUR LEGAL RIGHTS. THIS DOCUMENT IS INTENDED TO PROTECT THE RELEASED PARTIES FROM LIABILITY RELATING TO YOUR CHILD'S/CHILDREN'S PARTICIPATION IN THE EVENT.

1. The Lyon County School District requires a parent/legal guardian to sign this Release, Waiver, and Express Assumption of Risk, Photo/Video Release ("Waiver"), as a condition of allowing children (under the age 18 years old) to participate in activities associated with this event.

2. By signing this Release and Waiver of Liability, and for consideration of my child/children's participation in the inflatable play equipment on [DATE(S)], at [LOCATION], I fully and completely waive, release, discharge, and promise not to sue the Lyon County School District, [ORGANIZER, SPONSOR, COORDINATOR, MANAGER], their directors, officers, administrators, employees, volunteers, agents, supervisors, participants, assigns, sponsors, their representatives (collectively, the "Releasees"), for any and all liability, claims, demands, actions, and any other causes of action whatsoever (whether direct or derivative), arising out of or related to any loss, damage, or injury that I may have, whether caused by the negligence of the Releasees or otherwise, while my child/children are participating in such activity, (including those outlined below) or while in, on, or upon the premises where the activity is being conducted, including but not limited to: recovering for my injuries, loss of consortium, child's companionship, comfort, and society, loss of income, non-economic damages, (including, but not limited to medical bills and expenses related to the treatment of injuries), my pain and suffering caused by mental anguish, emotional distress, and physical injuries suffered by my child/children. This waiver does not inhibit my rights relating to pursuit of claims for willful or intentional actions which are the proximate cause of such injury or damage.

3. I am aware of the inherent and potential risks and injuries relating to the use of the inflatable play equipment and voluntarily assume these risks. These risks include, but are not limited to the following, concussions and other head injuries, broken bones, ligament and tendon damage, neck injuries (potentially leading to paralysis), and possible death.

4. I agree and consent to emergency medical care and transportation of my child/children in the event of injury as medical professionals may deem appropriate.

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5. I agree and understand that I am responsible for any harm, damage, or injury caused by my child/children.

6. I agree to indemnify and hold harmless Releasees from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur due to my child/children's participation in these activities.

7. Dispute Resolution: Any unresolved dispute arising out of, or relating to, this Release and Waiver of Liability, shall be decided in Nevada under Nevada law, by binding arbitration and judgment upon the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction thereof in accordance with the provisions of Chapter 38 of the Nevada Revised Statutes.

I understand that I am waiving my right to jury trial.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____

(Alternative Resolution/Remedies Provision: Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.)

8. I understand that the LCSD will not waive and intends to assert available NRS Chapter 41.035 liability limitations in all cases.

9. I understand and agree that this Release and Waiver of Liability is binding on me and my heirs, executors, administrators, legal representatives, and assigns. I have carefully read this agreement and fully understand its contents. I am aware that by signing this agreement, I am waiving certain legal rights, including the right to sue.

10. I will not allow my child/children to participate in any event if he/she/they have any physical/emotional condition which may increase the likelihood of injury.

11. I agree that if my child/children fail/fails to follow the event, local, state, and federal law, and/or should his/her/their behavior endanger their own safety or safety of others, or property of any kind, event officials may remove my child/children from the event.

12. Governing Law; Jurisdiction. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require

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the application of the law of any other jurisdiction. I consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

13. I consent to allowing [ORGANIZER, SPONSOR, COORDINATOR, MANAGER] to use photographs, voice recordings, or video taken of me and/or my child/children during games and events associated with the program, the use of which is limited to supporting or publicizing the activities of the program. I understand that neither I nor my child/children will receive any compensation for such use and the images are the property of [ORGANIZER, SPONSOR, COORDINATOR, MANAGER].

14. I certify that I am the parent/legal guardian of the child/children listed below and have the mental capacity and legal authority to sign this Release and Waiver of Liability on behalf of the child(ren).

<u>Child's Name:</u>	<u>Date of Birth:</u>
<u>Emergency Contact Name:</u>	<u>Emergency Contact No.:</u>
<u>Relationship to Child(ren):</u>	
<u>Parent/Guardian Signature:</u>	<u>Date:</u>
<u>Printed Name:</u>	