



CITY OF MERCED
PARKS AND COMMUNITY SERVICES DEPARTMENT

**POLICY AND AGREEMENT FOR USE OF BOUNCE HOUSE
AND OTHER SIMILAR INFLATABLES IN CITY PARKS**

The City of Merced (the "City") desires to provide safe parks and recreational opportunities for all City residents and visitors. To achieve this goal and purpose, the Parks and Community Services Department (the "Department") is charged with ensuring that park patrons and user groups comply with reasonable standards that promote safety and the reasonable enjoyment of the City's parks and public facilities. The following policy applies to all individuals and groups that make use of a bounce house or similar apparatus at any City parks or public facilities. Use of the bounce house or similar apparatus in the City's parks and public facilities requires the User to agree to the following terms and conditions:

- 1) User must first obtain a Facility Permit for the use of any public park.
- 2) User must inform the Department's Recreation Staff that a bounce house will be used as part of the event.
- 3) User must select a bounce house company that has a current, non-delinquent City business license.
- 4) Use of the City's parks and public facilities constitute the user's and the participants' agreement to abide by all rules, policies, and conditions of the Department, and to subject to all disclaimers stated in this Agreement and on the Facility Permit.
- 5) User must abide by all laws, state and federal, and all applicable ordinances in the Merced Municipal Code, including but not limited to Park Rules under Chapter 14.04 of said Code while using any of the City's parks and public facilities.
- 6) Bounce houses must be rented from a company that has liability insurance on file with the City. The bounce house company must provide a certificate of insurance evidencing current and valid commercial general and automobile liability insurance of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit, from a company authorized to transact the business of insurance in the State of California. The insurance company must have an AM Best Rating of not less than B 5. The bounce house company must provide an appropriate additional insured endorsement to the insurance policy or policies which contains this exact language: *"The City of Merced, and its officers, employees, agents, and volunteers are additional insureds under policy number _____."*
- 7) Bounce houses must be set up no sooner than sunrise and taken down no later than sunset on the same day and are not allowed to remain in City parks or public facilities

overnight. Bounce houses must be set up and removed only by trained and qualified representatives of the bounce house company in compliance with manufacturer's specifications.

- 8) Bounce houses must be free standing and weighted. Stakes are prohibited in City parks and public facilities. Bounce houses must not be tied or tethered to trees, tables, or other park amenities or structures.
- 9) Bounce house users must provide adequate and appropriate adult supervision so that the use is in compliance with the manufacturer's recommendations and reflects a safe level of operation.
- 10) Bounce house users must comply with the manufacturer's operating procedures. A copy of the manufacturer's operating procedures must be provided to the City to obtain the Facility Permit.
- 11) Bounce house users will be responsible for providing a generator for inflation of the bounce house. **THE CITY DOES NOT PROVIDE ELECTRICITY.** The generator will be one noted as "quiet" and not generate noise in excess of City standards. The generator shall be placed a safe distance from the bounce house and all electrical cords properly insulated, grounded, and covered to prevent tripping hazards. Electrical cords running across a public street from a nearby private residence are prohibited.
- 12) All bounce houses and generators will be placed not more than 50 feet from the location of the area authorized for the event as stated in the Facility Permit. It is suggested that the user select the location several days before the event so that the distance between the bounce house and the authorized location can be measured. If the bounce house is more than 50 feet from the authorized location of the event, the user's deposit may be forfeited.
- 13) NO vehicle is allowed in the City parks or public facilities, on the turf, or on walkways, even for loading or unloading the bounce house.
- 14) Privately owned bounce houses and other similar inflatables, as well as those that use water or have water features as part of the bounce house/inflatable are prohibited in City parks and public facilities.
- 15) Users, providers, and participants of the bounce house are jointly and severally responsible for all damage caused by their use of the bounce house in the City's parks and/or public facilities. Damage to City property or turf may result in loss of deposit and/or additional liability to the City.
- 16) User and bounce house company agree to jointly and severally indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from and against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent

acts, errors, or omissions of user and/or the bounce house company arising out of the setup, use, or operation of the bounce house, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of user and/or the bounce house company which occurs related to the setup, use, or operation of the bounce house.

- 17) **THE CITY IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO THE BOUNCE HOUSE OR INJURY TO USERS OF THE BOUNCE HOUSE OR OTHER SIMILAR INFLATABLES.**

This Policy is effective August 1, 2005 and may be amended from time to time without notice as determined appropriate by the Director of Parks and Community Services.

NOTICE:

DO NOT USE A BOUNCE HOUSE IF YOU DO NOT AGREE TO THE TERMS IN THIS POLICY.

I agree to the terms set forth above for the use of bounce house in the City of Merced parks and public facilities. I represent that I am authorized to bind the users and participants to the above enumerated conditions of use of the bounce house.

USER:

Signature of the Responsible Person
For Use of Bounce House in City Parks

Date

Printed Name of Person Signing

Title of Person Signing

BOUNCE HOUSE COMPANY:

Signature of Authorized Representative
for the Bounce House Company

Date

Printed Name of Person Signing

Print Name of Bounce House Company

Title of Person Signing

