



PARTY @ the Next Level  
**TERMS AND CONDITIONS**

**1. Safety/Operating Instructions:** In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **PARTY @ the Next Level** has not agreed to nor have they provided any operators with this equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage.

**2. General Release/indemnity/hold harmless:** I, \_\_\_\_\_ understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **the Next Level, LLC** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **the Next Level, LLC** or anyone acting on behalf of **the Next Level, LLC** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **the Next Level, LLC** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **the Next Level, LLC**, it is agreed to do so solely in the State of Alabama. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by **the Next Level, LLC** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **the Next Level, LLC** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the bounce house/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I, \_\_\_\_\_, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO SIGN THIS AGREEMENT.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
If under 18 signature of Parent/Guardian

\_\_\_\_\_  
DATE

# PARTY @ the Next Level

A Division of The Next Level, LLC

## RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the inflatable equipment you will be using at PARTY @ The Next Level. You are encouraged to direct any questions you may have about the operation/use of the inflatable to your representative from PARTY @ The Next Level before you begin use of the equipment.

**Supervision:** The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of these inflatable units, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

**Age Groups:** Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER--	CHILDREN UP TO AGE 7: 10-12	SLIDE--MAXIMUM 2 PEOPLE OF
	CHILDREN AGES 8 – 12: 7-10	COMPARABLE WEIGHT,
	INDIVIDUALS OVER 12: 5-7	HEIGHT, & SIZE

**Shoes/Glasses/Jewelry:** All riders MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY before playing in the inflatable.

**Pre-existing Health Conditions:** Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

**Flipping/Wrestling/Piling:** Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

**Deflation:** Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Never allow riders in or on a partially inflated unit.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed, period.

**General Misuse:** Do not allow riders to play or climb on walls, sides on roof of inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return.

**Negligence or Abuse:** The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
2. Negligence and damage to unit could result in a \$400-\$1,000 Repair Fee.
3. If unit is not repairable a fee of \$3,500-\$7,000 could result.

I hereby acknowledge, as witnessed by my signature, that a representative of PARTY @ The Next Level has provided me with a copy of the above referenced safety rules cited in this agreement. I further acknowledge by my signature that I understand each of these rules and agree to abide by them completely.

Customer: \_\_\_\_\_  
Print Name Sign Name Date Phone

Will we be celebrating birthdays for more than one child? \_\_\_\_\_NO \_\_\_\_\_YES

If yes, how many? \_\_\_\_\_ Please list below:

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Shirt size: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Shirt size: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Shirt size: \_\_\_\_\_

Are they Siblings? \_\_\_\_\_ yes \_\_\_\_\_no

Please enter PARTY info here:

Day: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

e-mail: \_\_\_\_\_

Please mail these 2 pages along with your \$100 non-refundable deposit to:

Darlene Higgins  
118 Birch Run  
Florence, AL 35633