

# NOTICE OF INCIDENT OR CLAIM

DATE (MM/DD/YY)

DATE OF CLAIM

PRODUCER

PHONE: (678) 832-4900

NOTICE OF OCCURRENCE

DATE OF OCCURRENCE

TIME

AM

PM

FAX: (678) 832-4911

NOTICE OF CLAIM



CSI Insurance Agency,  
Inc.  
104 Bombay Lane  
Roswell, GA  
30076

POLICY NUMBER

POLICY PERIOD

CLAIM NUMBER

COMPANY

Interstate Fire and Casualty Company  
A member of the Fireman's Fund Insurance Group

## INSURED

## CONTACT

NAME AND ADDRESS

NAME AND ADDRESS

PHONE:

EMAIL:

PHONE:

EMAIL:

## OCCURRENCE

LOCATION OF OCCURRENCE (Include city &amp; state):

AUTHORITY CONTACTED:

DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary):

## INJURED PERSON/PROPERTY DAMAGED

NAME AND ADDRESS OF INJURED PERSON/PROPERTY OWNER:

PHONE:

ALTERNATE PHONE:

EMAIL:

Age of Injured Party:

Male or Female?

WHAT WAS INJURED PERSON DOING?

WAS ANY IMMEDIATE FIRST AID TREATMENT GIVEN? PLEASE DESCRIBE:

DESCRIBE DAMAGED PROPERTY (Type, make, model, etc.):

ESTIMATED VALUE:

WHAT STEPS HAVE BEEN TAKEN TO PREVENT FURTHER DAMAGE TO PROPERTY?

## WITNESSES

NAME AND ADDRESS OF INJURED PERSON/PROPERTY OWNER:

PHONE:

ALTERNATE PHONE:

EMAIL:

REMARKS:

## SIGNATURE

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT NON-DISCLOSURE OR MISREPRESENTATION OF MATERIAL FACTS MAY VOID COVERAGE AND VIOLATE LAWS PERTAINING TO INSURANCE FRAUD.

SIGNATURE OF CLAIMANT/INSURED

DATE:

**THIS FORM MUST BE COMPLETED AS SOON AS POSSIBLE AND FAXED TO CSI FOLLOWING ANY ACCIDENT**



## **Example of Hold Harmless and Indemnification Agreement**

### **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In Consideration of the foregoing lease, Lessee acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. Lessor makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives, and discharges lessor, including its agents, servants, employees, officers, directors, and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge lessor from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all rights to sue (Insert Name of Lessor / Rental Company) for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by lessor to representations set forth herein.

I (We) have read and understand the foregoing.

**Lessee:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Release and Waiver of Liability

**Please read carefully! This is a legal document which affects your legal rights!**

This Release and Waiver of Liability (The "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by \_\_\_\_\_ (The "Renter") in favor of Insured Name, LLC, a Georgia limited liability company, its affiliates members, managers and employees (collectively "Insured Name").

The Renter desires to rent from Insured Name certain inflatable equipment to be used by Renter, his/her guests, invites or other persons while in Renters possession. Renter understands that use of this inflatable equipment in an inherently dangerous activity which may, by its nature, cause injury or harm to Renter, his/her guests, invites, or other persons.

The Renter does hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Waiver and Release:** Renter does hereby release and forever discharge and hold harmless Insured Name and its successors and assigns from any an all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renters possession and use of Insured Name's equipment. Renter understands and acknowledges that this Release discharges Insured Name, from any liability or claim that the Renter may have against. Insured Name with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renters use and possession of Insured Name's equipment.
2. **Assumption of the Risk** Renter recognizes and understands that use of Insured Name equipment may involve inherently dangerous activities. Renter understands and acknowledges that this Release discharges Insured Name from injury, illness, death, or property damage resulting from the possession and use of Insured Name's equipment.
3. **Insurance** The Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter.
4. **Indemnification** Renter agrees that he/she will indemnify and hold Insured Name harmless from any liability resulting from the use of Insured Name's equipment by Renter, his / hers assigns, heirs, guests, invites or other persons using the equipment while in Renter's possession.
5. **Other** Renter expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of Georgia and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. Renter agrees that in the event that any clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In witness whereof, Renter has executed this Release as of the day and year first above written.

**Witness:**

**Renter:**

\_\_\_\_\_

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Printed name)**



Insurance  
Agency Inc.

## Pre Operations Inspection Checklist

The following checklist is to be completed together with the Owner/Operator and the Renter upon each installation and setup of each inflatable ride and game. Failure to read, understand, and follow these rules could result in injury.

**Inflatable Game:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_ **Operator/Attendant Name:** \_\_\_\_\_

Operator/Attendant Responsibilities	Renter Initials	Owner Initials	Comments/Notes
<b>Supervision by an adult trained attendant is required at all times.</b>			
The Owner/Attendant should make all riders aware of Rules posted at the game.			
The inflatable <b>must be</b> securely anchored at all times.			
Entry into the inflatable device should be done in an orderly and controlled manner.			
<b>Riders should be of similar age, weight, and height range. Adults and older children should not ride with younger children.</b>			
Persons with mental or physical impairment should not be permitted on ride.			
<b>No</b> riders under the age of 3 years old.			
<b>No</b> shoes, eyeglasses, jewelry, or sharp objects.			
<b>No</b> somersaults, diving, wrestling, flips, or rough play.			
<b>No</b> food, drinks, gum, pets, or silly string.			
Do not jump onto or off of the ride.			
Use of whistles or signaling devices is advised.			
Keep riders away from the blower at all times.			
<b>Do not use</b> inflatable device if wind conditions exceed 15mph or if it rains.			
Riders should go down slide feet first only, with no more than two riders at once.			
<b>No</b> climbing up the slide.			
<b>No</b> jumping onto the slide area.			

In the unlikely event of a Severe Weather Alert, Power Failure, or Medical Emergency, the following procedures should be followed.

Emergency Procedures	Renter Initials	Owner Initials	Comments/Notes
Exit riders in an orderly fashion away from ride.			
Turn off blower and unplug from outlet.			
Keep riders away from the inflatable device.			
Call the appropriate emergency responders if necessary.			



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Inspected Areas (If Applicable)	Renter Initials	Owner Initials	Comments/Notes
Weather conditions are safe for operation of inflatable device.			
Vinyl/Patterns are clean and free of stains.			
Seams and mesh are secure and in good condition.			
Tie-down straps are strong and show no breakage.			
Inflatable is anchored and secured in place.			
Inflatable is secured by sandbags.			
Entrance safety net is secure and in place.			
Entrance/Exits are clear of obstructions.			
Entrance safety ramp is secured.			
Warning and Rule signage is in place and visible.			
Internal air pressure is sufficient for sure footing.			
No debris or sharp objects are present.			
Passageways are clear of obstructions.			
Ropes and footholds are strong and intact.			
Slide area is controlled by overhanging cover.			
Inflatable is 20' clear of any utility lines above ground and laterally.			
Blower is clean and firmly attached to inflatable.			
Blower is working and plugged into a GFCI 110v outlet.			
Generator follows all manufacturer's guidelines for operation.			
Electrical cords are free from wear and do not pose hazard to riders.			
Misters are firmly attached and working.			
Water source is clean and odorless.			
Exiting water drains properly from inflatable.			
Boxing gloves are clean inside and out.			
Jousting poles are clean, strong, and secure.			
Fencing is secure and in place.			

**I have read and understand the Operator/Attendant Responsibilities and Emergency Procedures listed above. I have inspected the inflatable unit(s) and find all items satisfactory and acceptable.**

**Renter:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Inspection and Maintenance Log

The following checklist is to be completed before each setup and operation of each inflatable device, as noted in the ASTM F-24 Standards on Amusement Rides and Devices. Failure to read, understand, and follow these rules could result in injury.

**Inflatable Game:** \_\_\_\_\_ **Serial Number:** \_\_\_\_\_

**Name of person performing inspection:** \_\_\_\_\_

Inspection Area	Date Inspected
<p><b>Inflatable Exterior</b></p> <ul style="list-style-type: none"> <li>• Vinyl and patterns clean and free of stains</li> <li>• Outside seams are strong and in good condition</li> <li>• Mesh is strong, stable and intact</li> <li>• Proper stakes are being used for the intended soil composition*</li> <li>• Proper sand bags and weight are being used*</li> <li>• Tie-down straps are strong with no breakage</li> <li>• Entrance/Exits are clear of obstructions</li> <li>• Entrance ramp is secure and attached</li> <li>• Warning signs and Rules are clear and visible</li> </ul>	
<p><b>Inflatable Interior</b></p> <ul style="list-style-type: none"> <li>• Vinyl and patterns clean and free of stains</li> <li>• Inside seams are strong and in good condition</li> <li>• Mesh is strong, stable and intact</li> <li>• Entrance safety net is secure and intact</li> <li>• Internal air pressure is sufficient to give firm footing*</li> <li>• No debris or sharp objects are present</li> <li>• Passageways are clear of obstructions</li> <li>• Ropes and footholds are strong and intact</li> <li>• Warning signs are clear and visible</li> <li>• Slide overhang cover is attached with no rips or tears</li> </ul>	
<p><b>Blowers</b></p> <ul style="list-style-type: none"> <li>• Proper blower is being used for this unit*</li> <li>• Intended electrical outlet is a GFCI 110v outlet*</li> <li>• Motor is free of dust and is working</li> <li>• Air intake and output are clean and free of debris</li> <li>• Blower is free of rust</li> <li>• Inflatable air tube and blower hose are securely attached</li> <li>• Electrical cords are not more than 25' from the GFCI outlet</li> <li>• Electrical cords are encased and free from wear</li> <li>• Electrical cords are secure and do not pose a tripping hazard</li> <li>• Plug, sockets, and switches are not damaged</li> </ul>	
<p><b>Accessories</b></p> <ul style="list-style-type: none"> <li>• Wind anemometer is working</li> <li>• Misters are firmly attached and free of debris and odor</li> <li>• Water source is clean and free of debris</li> <li>• Surrounding water run off will drain and not pool</li> <li>• Boxing gloves are clean inside and out</li> <li>• Jousting poles are clean, strong, and secure</li> <li>• All fencing queues and railings are intact, free from sharp edges and obstructions*</li> <li>• Generator follows all manufacturer's guidelines for operation</li> </ul>	

\* Refers to ASTM F-2374 Standards for Inflatable Amusement Rides



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**Inflatable Game:** \_\_\_\_\_ **Serial Number:** \_\_\_\_\_

**Name of person performing inspection:** \_\_\_\_\_

Maintenance Area	Date of Repair
<b>Inflatable Exterior</b> • • • • • • • •	
<b>Inflatable Interior</b> • • • • • • • •	
<b>Blowers</b> • • • • • • • • •	
<b>Accessories</b> • • • • • • • • •	