

BOUNCE HOUSE AND INFLATABLE STRUCTURES: HOLD HARMLESS, INDEMNITY AND INSURANCE

In addition to the indemnification provisions in the rental agreement for the park facility, _____ (“Permittee”) agrees to the following as it relates to bounce house and inflatable structures.

Permittee agrees to 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 Permittee, its agents, or guests, arising out of the setup, use or operation of inflatable bounce houses or other similar inflatable apparatus (the “Inflatable Structure”), or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Permittee, its agents, or guests, which occurs related to the setup, use or operation of the Inflatable Structure.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

Permittee’s indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

Should any indemnitee described herein be required to bring an action against the Permittee to assert its right to defense or indemnification under this Agreement or under the Permittee’s applicable insurance policies required below the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Permittee was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In addition to and independent from the above, Permittee shall at Permittee’s expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Montana which insures the liabilities and obligations specifically assumed by the Permittee in this Section. It is the responsibility of the Permittee to verify the insurance coverage does not contain any exclusion for bounce house or inflatable structures or liabilities specifically assumed by the Permittee. .

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the City without limit and without regard to the cause therefore and which is acceptable to the City and Permittee shall furnish to the City an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The Permittee may satisfy the above requirement by use of Special Event Insurance approved by the City.

The above amounts shall be exclusive of defense costs. The City of Bozeman, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the policy. The insurance and required endorsements must be in a form suitable to City and shall include no less than a sixty (60) day notice of cancellation or non-renewal. The City must approve all insurance coverage and endorsements at least two (2) weeks prior to the Permittee using City facilities. Permittee shall notify City within two (2) business days of Permittee's receipt of notice that any required insurance coverage will be terminated or Permittee's decision to terminate any required insurance coverage for any reason.

Permittee Signature: _____

For Office Use Only**Bounce House or Inflatable Structures**

1. Renter's (Permittee) Account Name:

2. Date of Event: _____

3. Location: _____

Required: Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate

1. Insurance submitted on _____ (date) Approved _____

2. Name of Insurance Company _____

3. Name on policy _____

4. Endorsement Submitted on _____ (date) Approved _____

5. _____ Date _____

Approved by designee of Director of Parks & Recreation Department

6. Parks Foreman: 1) Send him a copy of the renter's approved permit. 2) The person who will be installing the inflatable must contact him 5 days prior to the actual set up (or event date) for instruction and marking the grounds for placement of the inflatable.

UPDATED: 6/09/25