

PEPPER PIKE PARK USER AGREEMENT  
(BOUNCE HOUSE)

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Pepper Pike, Ohio (“City”), an Ohio municipal corporation, and \_\_\_\_\_ (“User”), an individual requesting temporary use of City property.

**RECITALS**

WHEREAS, the User has scheduled the use of the City-owned pavilion located within Pepper Pike Park for a private, non-commercial gathering on the \_\_\_\_ day of \_\_\_\_\_, 2025 (“Event”); and

WHEREAS, the User has requested permission from the City to place a temporary inflatable bounce house (“Bounce House”), which is owned and will be operated by the User, on City property for recreational use during the Event; and

WHEREAS, the City is willing to grant such permission at no charge, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

**1. GRANT OF USE**

The City hereby permits the User to place and operate a Bounce House, that is owned by the User and will be operated by the User, at Pepper Pike Park on the date of the Event, subject to this Agreement and any applicable City rules, regulations, and policies.

**2. USER’S RESPONSIBILITIES**

- The Bounce House shall be installed, operated, and removed on the same day as the Event.
- The User shall ensure the Bounce House is properly supervised at all times during use.
- The Bounce House shall be securely anchored and operated according to manufacturer safety guidelines.
- The location of the Bounce House must be approved in advance by the City’s Service Director or their designee.
- No stakes or anchors may be driven into the ground without prior City approval.
- User shall be responsible for all setup and takedown.

**3. ASSUMPTION OF RISK**

User acknowledges that Bounce House use involves inherent risks of physical injury. User voluntarily assumes all risks of injury or damage to persons or property resulting from the installation, use, or removal of the Bounce House, whether caused by negligence or otherwise.

**4. RELEASE AND WAIVER**

User hereby releases, waives, and discharges the City, its officers, officials, employees, agents, and volunteers from all liability for any claims, demands, actions, or causes of action arising out of or related to the Bounce House or the Event, including but not limited to claims of bodily injury, property damage, or other harm.

**5. INDEMNIFICATION**

User agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, damages, losses, and expenses (including attorney fees) arising from or related to the Bounce House or any act or omission by User or User’s guests, invitees, contractors, or vendors.

**6. NO CITY LIABILITY OR SUPERVISION**

The City shall not be responsible for the installation, operation, or supervision of the Bounce House. The City makes no warranties regarding safety or condition of the grounds used. User shall advise the City if unsafe conditions on the grounds are identified.

**7. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties regarding the Bounce House and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

USER:

CITY OF PEPPER PIKE, OHIO

Name: \_\_\_\_\_

By: \_\_\_\_\_

Richard M. Bain, Mayor

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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