



## INFLATABLE AMUSEMENT DEVICES

SPP has seen a substantial increase in the number of School Districts (District), renting portable inflatable amusement devices (an 'Inflatable'), such as bouncy castles, slides or climbing walls. These devices are becoming familiar sights at Spring and Fall Fairs, Grad parties and other extra-curricular events and activities. A number of accidents have already arisen from the use of Inflatables.



Why the increase in Inflatable usage? From the vendor/service provider's (Vendor) perspectives, Inflatables are portable, are relatively simple mechanically to use and they require very limited investment. They allow an inexperienced business person an opportunity to capitalize from owning and operating an amusement device without investing much time or money. From a District perspective, they are relatively inexpensive to rent and provide a draw for children and families.

There are two key areas of risk for a District when renting Inflatables - safety of the participants and bystanders and contract management.

### **Safe Use**

It is important to be aware of the risk that Inflatables can pose to both participants and bystanders. Jim Barber who is the spokesperson for the National Association of Amusement Ride Safety Officials, had this to say about Inflatables: "You see more injuries on Inflatables than almost any other amusement ride you can think of – more than roller coasters."

Statistics show that accidents from Inflatable use typically arise from the following risks:

1. Failure to adequately secure the device, allowing it to blow over or (worst case) blow away. Here is raw video footage from an incident in New Jersey in June 2011 where 13 people were injured, one critically:  
<http://www.youtube.com/watch?v=LaR3sZK7wHs>
2. Sudden deflation with associated risks of suffocation for participants trapped inside.
3. Incorrect set up on hard surfaces such as concrete or pavement.
4. Improper operation: too many children, big and small children mixed together, rough housing, failure to supervise.
5. Falls.

Inflatables are challenging to operate safely. Unlike traditional fixed-site amusement devices, Inflatables are a form of interactive play equipment in which they require the participant to interact with their environment in order to initiate the 'amusement'. Ensuring that the participants use the equipment as designed becomes an additional challenge. In comparison, most fixed-site rides require only that the participant be buckled or strapped in; the equipment itself provides the amusement. This creates a unique potential for injury in Inflatables.

This unique risk is often enhanced in the school setting, where, supervision of participants using the Inflatable is often left to a rotating shift of volunteers, who may or may not have been given usage guidelines and safety briefings, and who may or may not have sufficient authority, or will, to correct other people's children.

The BC Safety Authority, is the entity responsible for ensuring safety of amusement devices (which includes Inflatables) within British Columbia. According to the Safety Authority, any amusement device in use at a public event must be operated by a licensed contractor and each device must have its own operating permit. If the operator is not supervising the equipment themselves, the contractor could train a volunteer e.g. teacher to operate the inflatable once installed.

SPP strongly recommends that any District contemplating using an Inflatable follow these safety tips provided by the BC Safety Authority:

1. Request all of the manufacturer's installation and operational information from the Vendor at the time of rental and ensure that all of the manufacturer's requirements are followed when using the Inflatable. This includes requirements for appropriate padding in fall zones.
2. Check that the inflatable fabric or material is flame resistant.
3. The Inflatable must be securely anchored to prevent displacement by wind or user activity.
4. Confirm that all warning signs are in place and clearly visible.
5. Ensure that the unintended deflation of the air-supported structure due to power failure (either electrical or internal combustion generators) will not present a risk of injury to anyone on or inside the device; a procedure or plan should be in place to evacuate the device in the event of sudden deflation.
6. Make sure that the device is supervised while in use. Supervisors should be checking that the maximum capacity of the device is not exceeded and that the users of the device meet manufacturer's height/size criteria. Also, ensure operation of the device is terminated if winds exceed maximum stated by device manufacturer.
7. Locate internal combustion engines (generators) away from the air supported enclosure to prevent build up of carbon monoxide inside the enclosure.
8. Ensure that electric blowers meet CSA electrical standards. Power cords and plugs should be in good repair and all electrical power supplies should be ground fault protected at the source.

If the District is using volunteers to supervise participants, here are some additional suggestions:

1. Ensure that all volunteers are provided with the user guidelines and a safety briefing (which the District obtained from the Vendor at the time of the rental) before they begin their shift.
2. Identify clearly who is responsible for monitoring conditions to ensure use is terminated if the winds increase.
3. Volunteers should be canvassed by the organizers of the event to ensure they are capable and comfortable in enforcing the safe use of the Inflatable.

## **Risk Management through Contracts**

In addition to making certain that devices are used safely, Districts can obtain additional protection by ensuring the agreement for the rental of the Inflatable and/or provision of services (the "Contract") is fair and balanced and that the Contract appropriately transfers the risks to the party best able to control them.

SPP is designed to afford protection to the District for their activities and if the District is negligent and causes a loss SPP intends to cover that. What SPP seeks to limit, through solid risk management practices, is the ongoing exposure to risks that should be transferred to other parties. In the case of Inflatables, the District is paying to rent a piece of equipment that is owned, maintained, installed and operated by the Vendor. The Vendor should be contractually obligated to accept the risks that go along with the services and equipment over which they have control and which they are being paid to provide.

When Contracting for Inflatables for use at District events, SPP recommends these steps be followed:

1. Verify that the Vendor is a licensed contractor and that you have been provided with evidence that operating permits are in place for each Inflatable you are using.
2. Require the Vendor to provide you with a Certificate of Insurance that verifies the Vendor carries at least \$5,000,000 (five million) dollars in liability coverage and that the policy does not exclude losses arising from Inflatables\*.
3. Ensure that the Contract requires the District to be added as an additional insured on the Vendor's liability policy.
4. It is strongly recommend the Contract include obligations for the Vendor to set up, operate and take down the Inflatable rather than simply having them dropped off and picked up.
5. At minimum, the Vendor must be required to clearly instruct District representatives on the safe set up, operation and take down of the Inflatable.
6. The Contract should contain an indemnity from the Vendor to the District indemnifying and holding harmless the District from any losses arising from the ownership, maintenance, installation, operation and transportation of the Inflatable. This is a **key point**, as many Contracts ask the District to indemnify the Vendor for these risks.
7. Any indemnity should be backed up by insurance provisions.
8. The District should be prepared to accept liability for any losses that arise from the District's own acts or omissions, including the failure to follow the instructions of the Vendor.

It is imperative that any liability policy carried by the Vendor pertaining to Inflatable use has been carefully reviewed to ensure that it does not exclude coverage for losses arising from the use or operation of Inflatables. It is a fairly common exclusion, particularly in Event liability policies.

Your SPP risk consultant would be pleased to discuss any upcoming District events which are going to involve Inflatables or to review any Contracts to ensure that the District is adequately protected. ◀