

Safety tips for inflatable play equipment

Risk Control services from Liberty Mutual Insurance

Highlights:

- Setup and planning tips
- Supervision tips
- Liability considerations

Does your organization use bounce houses, ball pits, or play slides for events? While inflatables are fun and entertaining, they also pose a significant injury risk to the children playing in them.

With this injury risk comes a liability exposure for the youth-serving organization.

Consider these real-life examples. A 3-year old died in a bounce house when he was crushed by two adults. And a young girl died after she broke her neck doing somersaults down an inflatable slide.

A Consumer Product Safety Commission study of inflatable play equipment injuries indicated the following:

- Average annual estimated number of emergency department treated injuries was 6,552.
- 91 percent of the injuries were associated with bounce houses.
- 61 percent of the injuries were in the 5 to14 age group, with 85 percent involving children under age 15.
- 29 percent of the injuries were fractures, most commonly to arms and legs.

Inflatable play equipment injuries may result from improper operation, poor supervision, or improper anchoring and setup. High wind conditions can cause the equipment to break loose and roll over or move unexpectedly.

Many of these injuries can be prevented by following manufacturer's guidelines for setup, operation, and supervision.

Setup and planning tips

Following these tips can help reduce injury potential and liability exposures to the organization:

- Rent equipment from a reputable vendor.
- Have equipment set up by a vendor who is qualified to do so.
- Contract operation and supervision responsibilities with the vendor providing the inflatable(s).
- Include appropriate risk transfer components and language in vendor contracts and have them reviewed/approved by qualified legal counsel.
- Evaluate the size of the event beforehand and provide enough space for equipment to be set up. Allow 10 feet of space between each unit for safety.
- Place the equipment on flat dry ground away from trees and other structures.
- Locate the blower used to inflate the equipment within 50 feet of an outlet. Do not use extension cords. Make sure the cord and power outlet or generators are out of the general activity area.
- Make sure units fully inflate with no visible sagging, rips, or tears.
- Check the weather before your event to avoid high wind conditions (over 25 MPH) or rain.

Supervision tips

- Ensure that you have adequate staffing to meet supervision requirements according to the manufacturer's instructions. Ideally, at least two adults should be stationed at each piece of equipment.
- Do not allow more children onto the equipment than are allowed by the instructions.
- Follow age restrictions.
- Do not allow children to enter equipment with food, drink, chewing gum, shoes, jewelry, eye glasses, or sharp objects.

- Do not allow children to perform somersaults or flips.
- Remove children who are not following the rules and those engaging in rough play. This jeopardizes the safety of everyone playing on the equipment.
- Do not allow children to lie down while others are bouncing around them.
- Remove any child who begins to tire.

Liability considerations

Always obtain a Certificate of Insurance (COI) for general liability from the rental company. If supervision of the equipment is being provided by an outside source, such as the rental company, have them name your organization as an Additional Insured on the general liability policy and obtain a Hold Harmless agreement.

The rental company may require you to sign a rental contract with Hold Harmless language that is favorable to the rental company. You and/or your attorney should review the rental contract prior to signing the document as there are different variations of Hold Harmless provisions. The primary variations include “limited form” and “broad form” provisions. A “limited form” provision would limit the rental company’s responsibility to their negligence only. In this instance, the organization would be responsible for its own negligent acts, such as inadequate supervision, while the rental company may be held responsible for a negligent act such as improper equipment setup.

Under the “broad form” provision, the organization as the renter would be required to assume all responsibility for negligent acts of the rental provider as well as the organization itself. This provision is not favorable to your organization and should be avoided as you could be required to defend and pay the costs associated with the negligent acts of others.



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