

Does your church or religious organization utilize inflatable equipment such as bounce houses, ball pits and play slides? They are becoming more prevalent in youth ministry 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 church or religious organization.

A 2007 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% of the injuries were associated with bounce houses.
- 61% of the injuries were in the 5 to 14 age group and 85% involved children under the age of 15
- 29% of the injuries were fractures, most commonly to arms and legs



In 2007, a 3-year-old died when he was crushed by two adults. In 2008, a young girl died after she broke her neck doing somersaults down an inflatable slide.

Injuries with inflatable amusement equipment may result from improper operation, poor supervision, and improper anchoring and set-up. High wind conditions can cause the equipment to break loose and roll over, or move unexpectedly. You can prevent many of these injuries by following manufacturers' guidelines for set-up, operation, and supervision.

This guide should help your ministry plan a safe and fun event for everyone.

Set up and Planning Tips

Following these tips can help to reduce injury potential for the children of your ministry and to reduce overall liability exposures to the organization:

- Evaluate the size of the event beforehand and provide sufficient space for equipment to be set up. 10 feet of space between each unit should be allowed for safety.
- Place the equipment on flat dry ground away from trees and other structures.
- The blower used to inflate the equipment needs to be located 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.
- Rent equipment from reputable vendors.
- Have equipment set up by a vendor who is qualified to do so.
- Obtain proper operating instructions and supervision requirements from the vendor.

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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. Be sure to follow age restrictions as well.
- Do not allow children to enter equipment with food, drink, chewing gum, shoes, jewelry, glasses, or sharp objects.
- Do not allow children to perform summersaults or flips.
- Remove children that are not following the rules or those engaging in rough play as this jeopardizes the safety of everyone playing on the equipment.
- Children should not be allowed to lie down while others are bouncing around them. Remove any child that 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 you should also have them name your organization as an Additional Insured on their 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 church 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 set up.

Under the “broad form” provision the church as the renter would be required to assume all responsibility for negligent acts of the rental provider as well as the church 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.