



SOSNOWSKI | SZETO LLP

MEMORANDUM

CONFIDENTIAL – ATTORNEY CLIENT PRIVILEGE COMMUNICATION

To: Village of Poplar Grove

From: Sosnowski Szeto, LLP

Cc: Karri Miller, Carina Boyd, Katie Jaster

Date: May 24, 2024

Re: Bounce House Contract with The Play House Bounce House Rentals

President and Trustees:

On your agenda for the May 29, 2024 Special Village Board meeting is an item to discuss/approve a bounce house contract with the Play House Bounce House Rentals, LLC. Our office has reviewed the contract and we have concerns with the language of the contract wherein the Village waives and releases Play House from any liability if anyone gets hurt using the bounce house. Further, the contract provides that the Village will indemnify and hold harmless Play House if a third party gets hurt using the bounce house i.e. if a person using the bounce house gets hurt and sues the Play House, the Village would have to indemnify and hold Play House harmless, unless Play House is found to have been acting negligently.

We bring this to your attention in light of events involving bounce houses and injuries to persons when the bounce house is blown over or blown away by wind and wanted to make the Village aware of the language in the Play House contract so that it can make an informed decision, taking into consideration its risk tolerance or aversion.