

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to enter the play area and/or participate in any party and/or program at The Bouncy Place the undersigned, on his or her behalf, and on behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following conditions:

I represent that I am the parent or legal guardian of the participant(s) listed below, or have obtained permission from the parent or legal guardian of the participant(s) listed below to execute this agreement on their behalf. I agree that the participant(s) listed below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party and or program at The Bouncy Place. In addition, if I observe any hazard during our participation, I will bring it to the attention of the nearest Bouncy Place employee or manager immediately.

I AM AWARE THAT THERE ARE INHERENT RISKS ASSOCIATED WITH PARTICIPATION IN THE BOUNCY PLACE PROGRAMS, PARTIES, AND OR USE OF THE AREA AND INFLATABLE EQUIPMENT. THE ACTIVITIES AT THE BOUNCY PLACE MAY CONSIST OF HIGH RISK SPORTS ACTIVITIES, AND RISKS MAY INCLUDE SERIOUS INJURY OR DEATH OF THE PARTICIPANT(S). I, ON BEHALF OF MYSELF, ANY PARTY WHOM I AM SIGNING ON BEHALF OF, AND THE PARTICIPANT(S) LISTED BELOW, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, INCLUDING THOSE THAT MAY ARISE OUT OF NEGLIGENCE OF OTHER PARTICIPANTS.

I, for myself and the participant(s) listed below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and hold harmless The Bouncy Place, Inc., Westec, Ltd., Upland West, LLC, their affiliates, officers, members, agents, employees, other participants and sponsoring agencies from and against any and all claims, injuries, deaths, liabilities or damages arising out of or related to our participation today and at any time in the future in any of The Bouncy Place programs, activities, parties, the use of the play area and or inflatable equipment. I further agree that I will defend, indemnify and hold harmless the Bouncy Place, Inc., Westec, Ltd., Upland West, LLC, and their respective affiliates, officers, members, employees and agents, against all actions, claims, demands and liabilities (including court costs and attorneys fees) related to any injury, death, damages or property damage resulting from or arising out of my or the participant's actions.

In case any one or more of the provisions contained in this Waiver and Release of Liability agreement shall be held invalid by a court, that shall in no way affect the legality and enforceability of the remaining provisions contained herein.

Participant's Name: _____ Date of Birth: _____
Participant's Name: _____ Date of Birth: _____
Participant's Name: _____ Date of Birth: _____
Parent/Guardian Signature: _____ Date: _____
Parent/Guardian Printed Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Emergency Phone Contact: _____