



Waiver, Release and Indemnity Agreement

The following waiver, release and indemnity agreement will affect your child or children's legal rights and your legal rights. Read it carefully before signing.

This Waiver, Release, and Indemnity Agreement ("Release") is given by me on behalf of my child or children (listed below and referred to collectively as the "Participant"), and on my own behalf, in favor of Bounce! LLC in consideration of Bounce! LLC permitting me and/or the Participant to participate in any programs, activities, or parties, make use of the inflatable equipment or other play equipment, or other wise use the facilities at Bounce! LLC's facility (the "Premises"). On the Participant's behalf and on my own behalf, I agree as follows:

(1) I voluntarily agree to comply with all rules and conditions of Bounce, LLC. If I observe any unsafe condition, I will bring it to the attention of the staff of Bounce, LLC.

(2) I am the parent or legal guardian of the below-named Participant, and **I give permission for the Participant to use the inflatable equipment and other play equipment found on the Premises and to participate in any programs, activities, or parties at Bounce! LLC, and I accept on behalf of the Participant, on my own behalf, and on behalf of my marital community, any and all risks of illness or injury (including death) that may be suffered as a result thereof.** I understand that there are inherent risks involved in using inflatable equipment and other play equipment, including all equipment at Bounce! LLC. These risks include but are not limited to sprains, broken bones, joint or back injury, paralysis, and death, and may arise as a consequence of using the inflatable equipment and other play equipment found on the Premises in the manner intended or due to the negligence of Bounce! LLC, its staff, or other guests on the Premises. I also understand that any illness or injuries suffered by me or the Participant may be compounded or increased by negligent emergency care provided by the Releasees (defined below) or third parties. I represent that to the best of my knowledge I and the Participant are physically sound, and do not have any medical conditions that would be aggravated by using the inflatable or other play equipment found on the Premises or by participating in any programs, activities, or parties at Bounce, LLC.

(3) I assert that my and the Participant's participation is voluntary and that I, on behalf of myself and the Participant, knowingly assume all such risks. I, for the Participant and for myself and my marital community, any the Participant's and my respective estates, heirs, executors, administrators, successors, insurers, trustees and assigns, and each of them, past, present and future, hereby waive and release, agree not to sue, and agree to hold harmless, Bounce! LLC, its officers, directors, employees, agents, volunteers, contributors, sponsors, trustees, insurers, sureties, attorneys, successors and assigns, and each of them, past, present and future (collectively, the "Releasees"), of, for and from any and all liability, claims, demands, actions and causes of action whatsoever, of every kind and nature, whether arising out of contract, tort, statute or otherwise, in law or in equity, including all claims for negligence (passive and active), and all manner of damages or recovery whatsoever, including compensatory, special, and punitive damages, penalties, loss of consortium, and costs and attorneys' fees (collectively "Claims," any one of which is a "Claim") arising out of or related in any

manner whatsoever to any loss or injury, including death, that may be sustained by the Participant and/or me, relating to any of the following (collectively, "Covered Matters"): (i) use of the inflatable equipment and other play equipment found on the Premises and participation in any programs, activities, or parties at Bounce! LLC; (ii) the presence of the Participant on the Premises; or (iii) acts or omissions by any and all third persons, including without limitation other persons who are using or are present on the Premises. I agree that if, despite this Release, the Participant or any other legal guardian of the Participant asserts any Claim against any of the Releasees relating to any Covered Matters, I will indemnify, defend, and hold harmless Releasees from any such Claim and from any and all expenses, costs, and attorneys' fees incurred in the defense of any such Claim. I also agree to indemnify, defend and hold harmless Releasees from and against any and all Claims arising out of or related to any acts or omissions by the Participant and from any and all expenses, costs, and attorneys' fees incurred in the defense of any such Claim.

(4) I AM AWARE THAT I AM GIVING UP CLAIMS AGAINST THE RELEASEES BEYOND THOSE SOLELY ASSOCIATED WITH THE INHERENT RISK OF USING THE PREMISES, INCLUDING CLAIMS RELATED TO THE FUTURE NEGLIGENCE OF BOUNCE! LLC.

(4) I give my permission to Bounce! LLC. and its staff to obtain on my and/or the Participant's behalf any emergency medical treatment. In case of sickness, accident or injury, Bounce, LLC and its staff have my express permission to secure, at my expense, such medical treatment as is deemed necessary at the sole discretion of Bounce, LLC and its staff.

(5) This Release is binding upon the Participant's and my marital community, estate, heirs, executors, administrators, successors, trustees, insurers, and assigns, and each of them. This Release shall not expire and shall remain effective in perpetuity.

(6) I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THE PARTICIPANT AND I ARE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE BEING MADE TO THE PARTICIPANT OR ME ASIDDE FROM THE ABOVE-RECITED CONSIDERATION. IT IS MY INTENT

(Print)

Child #1 _____	Date of Birth: _____
Child #2 _____	Date of Birth: _____
Child #3 _____	Date of Birth: _____
Child #4 _____	Date of Birth: _____

Participant's Parent/Guardian: (PRINT NAME): _____

Participant's Parent/Guardian: (Signature): _____

Address: _____

Home Phone (_____) _____ Cell (_____) _____

Date: _____

Emergency Contact & Phone Number: _____

Email Address (optional): _____