

#bouncefarm LLC

Waiver, Release, Hold Harmless and Indemnification Agreement
Revised 8-29-2013

As Consideration for being allowed to enter the play area and/or participate in any party and/or program at #bouncefarm the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

____1. I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf:

____ Participant Name _____ Date of Birth _____

____ Participant Name _____ Date of Birth _____

____ Participant Name _____ Date of Birth _____

____ Participant Name _____ Date of Birth _____

____2. I acknowledge and understand that there are known and unknown risks associated with participation in #bouncefarm activities and the use of the play areas, inflatable equipment and any and all other #bouncefarm equipment, including but not limited to the Open Bounce Time, Friday Night Barn Party and all other activities, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.

____3. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.

____4. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules and verbal instructions as conditions for participation in any Open Bounce time and/or any other events at #bouncefarm.

____5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this #bouncefarm facility, #bouncefarm LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of #bouncefarm LLC.

____6. I additionally agree to indemnify the independent owner of this #bouncefarm LLC facility, their predecessors, parent, subsidiaries and affiliates, officers and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of #bouncefarm.

____7. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

____8. I understand that entry, by myself and the participant(s) named, constitutes consent for #bouncefarm to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

____9. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

____10. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration in Contra Costa County, California before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect.

Parent / Guardian Name (please print clearly): _____

Parent / Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact number: (_____) _____ or (_____) _____

E-mail Address: _____

By providing your e-mail address you acknowledge we may send you e-mail including discount offers, special events and #bouncefarm news.