

# Bounce it Up

## INDOOR FUN CENTER

### Have Fun, Play Safe Participant Agreement, Release and Assumption of Risk

Parent's first & last name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Regarding all of the services of Bounce it Up & their owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf I hereby agree to release, cover, and release, on behalf of myself, and my family as follows:

1. I concede that my involvement in an inflatable bouncing activity involves recognized and unforeseen dangers that could cause physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I comprehend that such risks plainly cannot be abolished without jeopardizing the fundamental qualities of the activity.

The risks consist of, among other things:

The carelessness of other participants or myself, injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck which can cause paralysis, or even death. Participants frequently fall off equipment, sprain or break wrists, ankles and legs, and can suffer more grave. Participants often fall on each other ensuing broken bones and other serious injuries. At any incident if your child is injured, you or your child may necessitate medical support, at your own expense. Moreover, Bounce It Up employees might be uninformed of a participant's health or abilities. They may give partial warnings or directions, and the equipment being used might malfunction.

2. I explicitly concur and promise to accept and assume all of the risks existing in this activity. My participation in this activity is entirely voluntary, and I choose to take part in spite of the risks.

3. I hereby willingly forever discharge, and agree to guarantee and hold Bounce It Up safe from any and all claims, demands, or causes of action, which I may perhaps sustain while on the premise or are in any way associated with my involvement in Bounce It Up activities or my use of Bounce It Up's equipment or facilities.

4. Should Bounce it Up or anyone acting on their behalf, be obligated to acquire attorney's fees and costs to impose this agreement, I agree to cover and hold them risk-free for all such fees and costs.

5. I officially state that I have sufficient insurance to cover every injury or damage I may cause or endure while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I might have.

6. I recognize, acknowledge, agree, and understand that there are known and unknown risks associated with presence at Bounce It Up. These risks include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death, as well as exposure to bacteria, fungus, viruses, unknown contagious diseases, and/or COVID-19. I agree that if any section of this agreement is established to be annulled or unenforceable, the outstanding portions shall remain in full force and effect. By signing this document, I recognize that if any person is injured or property is damaged throughout my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Bounce It Up on the basis of any claim from which I have released them herein. I have had adequate opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I further grant Bounce It Up the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from Bounce It Up at any time.

In consideration of (print up to six minors' names below of SAME parent or legal guardian):

Participant 1: Name \_\_\_\_\_

Participant 2: Name \_\_\_\_\_

Participant 3: Name \_\_\_\_\_

Participant 4: Name \_\_\_\_\_

Participant 5: Name \_\_\_\_\_

Participant 6: Name \_\_\_\_\_

("Minor") being permitted by Bounce It Up to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Bounce It Up from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor, including but not limited to those claims which allege negligent acts or omissions of Bounce It Up, to the fullest extent permitted by law. I further certify that I am the parent or legal guardian of the minor on this agreement.

**Parent or Legal Guardians' Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_