



PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of The Bounce Palace, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “Activity Provider”), I hereby agree to release, indemnify, and discharge from liability Activity Provider, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the activity at The Bounce Palace, LLC entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. Risks include but are not limited to broken bones, bruises and other bodily injuries caused by equipment failure, falls or contact with walls, floors, tables, chairs, etc., or other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. It is my responsibility to make sure that each participant that I am responsible for is of physical ability to participate in any and all activity that is provided by The Bounce Palace, LLC. I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any play area, party room at The Bounce Palace, LLC facility.
3. I expressly accept and assume all risks inherent in this activity or that might have been caused by negligence of the Activity Provider. My participation in this activity is purely voluntary, and I elect to participate in despite of the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to the physical or medical conditions, then I will immediately discontinue participation.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Activity Provider from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or my use of Activity Provider’s equipment or facilities, including any such claims with allege negligent acts or omissions.
5. Should Activity Provider or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity, or else I agree to bear the costs of such injury or damage myself that may be created, directly or indirectly by any such condition. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against Activity Provider, I agree to do so solely in the state of Arkansas, and I further agree that the substantive law of Arkansas shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Please list each participant in attendance for the party:

Participant Name (print) _____ Date of Birth ____/____/____

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(Please Continue & Sign on back)

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Participant Name (print) _____ Date of Birth ____/____/____

By signing this document, I acknowledge that if anyone is injured or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Activity Provider on the basis of any claim from which I have released Activity Provider herein. I acknowledge that my and the participants named above, participation in activities at The Bounce Palace, LLC are strictly voluntary. I hereby certify that I am over 18 years of age and voluntarily agree to all terms, conditions and responsibilities set forth in the above terms and conditions. Prior to signing this agreement, I have had ample opportunity to ask any and all questions. I am aware that by signing this agreement, I assume all risks and waive and release all substantial rights that I may have and possess. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PARENT/LEGAL GUARDIAN/REPRESENTATIVE
PRINTED NAME:

DATE:

**RELATIONSHIP
 TO THE PARTICIPANT:**

PARENT/LEGAL GUARDIAN/REPRESENTATIVE
SIGNATURE:

**ADDRESS
 CITY, STATE, ZIP:**

PLEASE STATE NAME OF THE PARTY, DATE, & TIME: *(Example: John Smith, 06/10/2015, 2:00PM)*
