

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Partner Up Promotions dba Jolly Jumpz Bounce World, 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 "PUP"), I hereby agree to release, indemnify and discharge PUP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in inflatable devices or any other amusement device activities entails known and unanticipated risk that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; colliding with others which could cause strains, sprains, broken bones and head injuries; cuts abrasions, and bruises; heat exhaustion, heat stroke and cardiac related events or illness; falling off of or being thrown from the inflatable which could result in musculoskeletal injuries including head, neck and back injuries; equipment failure or operator error; the negligence of other participants, or other persons who may be present; my own physical condition and the physical exertions associated with this activity.

Furthermore, PUP employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless PUP from any and all claims, demands, or causes of action which are in any way connected with my participation in the activity or my use of PUP's equipment or facilities, **including any such claims which allege negligent acts or omissions of PUP.**
4. Should PUP or anyone acting on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against PUP, I agree to do so solely in the state of Minnesota, and I further agree that the substantive law of that state 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 remain document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PUP on the basis of any claim from which I have released them herein. I have sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name: _____ Phone: _____

Address: _____

SIGNATURE: _____ **Date:** _____

Email: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of : Minor Name: _____ Birthday: _____

("Minor") being permitted by PUP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless PUP 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.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____