ADMISSION WAIVER OF LIABILITY/ASSUMPTION OF RISK

With the consideration of the allowance for playing in any area and/or participate in any party, program/event at <u>Jumpity Bumpity</u>, the undersigned, or an adult signing on his or her behalf, and all participant(s) identified below acknowledges, understands, and fully agrees to each of the subsequent conditions:

- 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. I am of physically ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without concern.
- 2. I understand that entry, by myself and the participant(s) named, constitutes consent for Jumpity Bumpity to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participants.
- 3. The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities at Jumpity Bumpity facility, and hereby forever waives, releases and discharges any and all claims, liabilities, actions and causes of actions for damage to personal property or injury to person arising from such participation, including without limitation, death, disability, personal injury, property damage, or theft. This release and waiver covers risks of death, serious injury, and property loss whether arising from (a) negligence or carelessness on the part of the persons or entities being released and other participants, or (b) tort, contract, strict liability or otherwise, to the fullest extent allowed by law.
- 4. The undersigned certifies that he or she is physically fit and may participate in the activities available at Jumpity Bumpity facility, and has not been advised to the contrary by a qualified medical professional.
- 5. The undersigned consents to the participant(s) receiving medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.
- 6. The undersigned on his/her behalf and on behalf of any executors, heirs, successors and assigns, hereby agrees to defend, indemnify and hold harmless Jumpity Bumpity Fairfield Corp, its directors, officers, members, employees, agents, and representatives from or any authorized entity doing business as Jumpity Bumpity, including its officers, agents, employees, representatives, and all affiliates (collectively referred to as "Releasees"), from any and all claims, damages, costs, expenses, or liability, including without limitation, reasonable attorney's fees and costs, arising from death, disability, personal injury, property damage, or theft, negligent rescue operations or any kind of action.
- 7. The undersigned agrees to abide with the rules and conditions of participation posted at or explained by an employee at Jumpity Bumpity facility. If the undersigned experiences any significant hazard or injury during such participation, the undersigned shall promptly inform any employee of Jumpity Bumpity facility which they are currently attending.
- 8. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by Jumpity Bumpity in granting admission to said participants and that it will govern the undersigned's actions and rights.
- 9. The undersigned also understands that any violation of the rules set within Jumpity Bumpity may result in being expulsed from Jumpity Bumpity's activities or facility as a whole, with absolutely no monetary compensation or reimbursement.
- 10. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

*******READ BEFORE SIGNING******* Parent/Guardian Acknowledgement

The undersigned parent and/or guardian does hereby represent that he/she is, in truth, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above of all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and releases said parties on behalf of the minor and the parents or legal guardian. With my signature, I hereby acknowledge that I have read the above-mentioned and understand the risks and dangers involved with the activities at Jumpity Bumpity and nevertheless knowingly and willingly consent to my child's participation and/or my participation in such activities. With my signature, I hereby release, discharge, covenant not to sue, and agree to defend, indemnify and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's and/or my account caused or alleged to be caused in the whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, on my own behalf or the minor or anyone on the minor's behalf makes a claim against any of the above Releasees, I will defend, indemnify and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liabilities, damages, or costs any may incur as the result of such claim, to the fullest extent permitted by law.