



## WAIVER OF LIABILITY

1. In consideration for being allowed to participate in any party or program utilizing All Blown Up Inflatables Rentals devices I hereby release, waive, discharge and covenant not to sue All Blown Up Inflatables, LLC., its officers, servants, agents, members and employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me or any person named below, or to any property belonging thereto, whether caused by the negligence of the Releasees, or otherwise, while in, on or upon the premises where the All Blown Up Inflatables Rentals device is being operated.
2. I represent that I am the Parent or legal guardian of the participant(s) named below, or I have obtained permission from their parent/legal guardian to execute this agreement on their behalf. I agree that all members of our party will abide by all stated and customary terms, posted safety signs, rules, and verbal instructions. I also agree that all members of my party will bring any observed hazard and/or safety concern to the nearest All Blown Up Inflatables Rentals employee or inflatable attendant immediately.
3. I am aware that there are inherent risks associated with participation in All Blown Up Inflatables Rentals programs, parties, and/or use of the play area and inflatable equipment and I, on behalf of myself and the participant(s) named below, knowingly and freely assume all such risk to our persons and/or property, both known and unknown, including those that may arise out of the negligence of other participants or the Releasees.
4. I further hereby agree to indemnify and save and hold harmless the Releasees, from any loss, liability, damage or costs they may incur due to my participation in the event, whether caused by the negligence of any or all of the Releasees, or otherwise. By signing this agreement I agree not to sue Releasees and if I or anyone on behalf of any of the participants listed below fail to abide by this Covenant Not to Sue, I shall be responsible for all of Releasees' attorney's fees in defending such action. I also agree that even if a Court or any other tribunal finds that this Covenant not to sue is void or unenforceable that I will pay Releasees' attorney's fees should I fail to prevail in front of that Court or tribunal.
5. It is my express intent that this Release shall bind the members of our family and spouse, if we are alive, and our heirs, assigns and personal representative, if any of us are deceased.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I execute this Release for full, adequate and complete consideration fully intending to be bound by same. And I am at least eighteen (18) years of age and fully competent.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Date of Birth

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Date of Birth

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Emergency Contact Phone Number

Email (Optional): \_\_\_\_\_