Safety Waiver

Today's Date: _____

Waiver, Release, Hold Harmless, and Indemnification Agreement Rev. 13.08

As Consideration for being allowed to enter the play area and/or participate in any party and/or program at BounceU, on his/her behalf, and on behalf of the Participant(s) identified below, the undersigned, acknowledges, appreciates, understands, and agrees to the following: **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 of the Participant(s) name below to execute this agreement on their behalf. **2:** I acknowledge and understand that there are known and unknown risks associated with participation in BounceU activities and the use of the play area, inflatable equipment and any and all other BounceU equipment, including but not limited to the Open Bounce and Open play, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death. **3:** I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume. **4:** I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any Open Bounce and/or any other open play event at BounceU. **5:** I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this BounceU facility, Fun Brands, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of BounceU. **6:** I additionally agree to indemnify the independent owner of this BounceU facility, Fun Brands, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of BounceU. **7:** I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion. **8:** I understand that entry, by myself and the participant(s) named, constitutes consent for BounceU to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. **9:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. **10:** Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration in Maricopa County Arizona before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect.

By signing below, I have read, acknowledge, appreciate, understand, and agree to the safety rules of each Bounce Room.

_____/_____/_____
Participant Name Date of Birth

_____/_____/_____
Participant Name Date of Birth

_____/_____/_____
Participant Name Date of Birth

_____/_____/_____
Participant Name Date of Birth

_____/_____/_____
Participant Name Date of Birth

_____/_____/_____
Participant Name Date of Birth

_____
Participant/Parent/Guardian **(Print Name)**

_____/____/_____
Participant/Parent/Guardian **(Signature)** Today's Date

_____
Address (Street, City, State & Zip Code)

_____
Emergency Contact Number

_____
Email Address

By providing your email we my send you exclusive offers, coupons, current events information and news U can use!