

**RELEASE OF LIABILITY, ASSUMPTION OF RISK,
INDEMNIFICATION AND WAIVER AGREEMENT**

I, _____ (participant if over 18 or, participant’s parent or legal guardian), on behalf of myself and my minor child(ren), my heirs, executors, administrators and assigns, release, waive, discharge and covenant not to sue Bounce Town LLC (“BounceTown”), or any of its entities, its owner, officers, governors, contractors, agents and employees and agree to hold BounceTown harmless from all liability for its negligent acts or omissions resulting from my or the minor children’s participation in inflatable activities or other amusement activities, known or unanticipated, that result in physical or emotional injury, paralysis, death or damage to myself, my minor child(ren), or our personal property.

I acknowledge on behalf of myself and my minor child(ren) that activities and services offered by BounceTown are inherently dangerous and may cause injury or damage. I assume on behalf of myself and my minor child(ren) all risk of personal injury, death or disability which may result from participation or use of BounceTown’s facilities or activities. This Release, Assumption of Risk, Indemnification, and Waiver (this “Agreement”) specifically extends to the use of inflatables, other equipment, and the premises of BounceTown and includes any claim for strict liability arising out of the use of such equipment and premises. I certify that I have adequate health insurance to cover any injury or damage caused to me or my minor child(ren), or else I agree to personally bear the cost of such injury or damage.

I agree that this Agreement extends forever into the future and covers this visit and any return or repeat visits by either myself or my minor child(ren) in the future. I agree to defend, indemnify and hold BounceTown harmless from any and all losses, liabilities, claims, damages or other financial harm incurred by BounceTown, including reasonable attorneys’ fees, as a result of any actions of myself or my minor child(ren) as well as any injury or damage caused to any other person during my participation and activities at BounceTown.

I hereby authorize and consent to BounceTown’s use of my voice, photograph and likeness as well as that of my minor child(ren) subject to this Agreement without reservation or limitation. I hereby waive and release all claim or right I or my minor child(ren) may have to receive compensation for this use and property rights. All property rights to any photographs or video material produced or prepared by BounceTown with shall vest in and remain with BounceTown. I also consent to receiving promotional information and discounts via email.

I UNDERSTAND THAT BY EXECUTING THIS AGREEMENT I AM GIVING UP ANY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST BOUNCETOWN FOR ITS NEGLIGENCE OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. THIS RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION, AND WAIVER AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF MINNESOTA.

Name of minor child to which this Release, Waiver and Indemnification Agreement applies:

Signature of Participant, Parent, or if Applicable Legal Guardian:
(you must be 18 years of age or older to sign this document)

Name of Child: _____
Date of Birth: _____
Relationship to Child: _____

Signature: _____
Printed Name: _____
Date of Birth: _____
Today’s Date: _____
Email Address: _____

Second name of minor child to which this Release, Waiver and Indemnification Agreement applies:

Name of Child: _____
Date of Birth: _____
Relationship to Child: _____