

Bounce Party Fun, LLC

Release & Hold Harmless Waiver

I, the undersigned, understand and acknowledge that play on the amusement device entail both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless *Bounce Party Fun, LLC* from any and all liability, claims, demands, actions, suits, proceeding costs, expenses, damages, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. I cannot under any circumstance hold *Bounce Party Fun, LLC* and its employees liable for injuries or death as a result of acts of God, nature, or any other conditions beyond its control or knowledge. Should *Bounce Party Fun, LLC* or anyone acting on behalf of *Bounce Party Fun, LLC* be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold *Bounce Party Fun, LLC* harmless for all such costs. In the event that I, the undersigned or any of my participants file a lawsuit against *Bounce Party Fun, LLC*, it is agreed to do so solely in the state of Florida. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by *Bounce Party Fun, LLC* to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless *Bounce Party Fun, LLC* and its employees from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.

I understand that all participants using the units provided must to be close in size, age and weight. Individuals must meet the size and weight requirements posted on the front of each unit and/or detailed in the Rental Contract Agreement. Under no circumstance will alcohol, drugs or any intoxicating agents be utilized in conjunction with the units provided by *Bounce Party Fun, LLC*.

Duty to Mitigate

In the event of injury, damage or loss due to the Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

Disclaimer of Consequential Damages

By signing this contract, I agree to forgo seeking any consequential damages in the event of any injury, damage or loss due to the negligence of *Bounce Party Fun, LLC*.

Disclaimer of Warranties

Bounce Party Fun, LLC makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by the undersigned. By signing this contract, I agree that any warranty of merchantability or fitness for a particular purpose, are hereby disclaimed.

By signing this contract, I agree that no express warranty as to the condition or performance of any equipment and/or property leased is hereby disclaimed. I understand that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.

A set of rules and directions are displayed on the inflatable unit(s) and/or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I agree that this signed agreement in conjunction with paperwork or forms contains the entire agreement between *Bounce Party Fun, LLC* and me. No amendment, whether from previous or subsequent negotiations between the Lessee and Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract.

I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Waiver, Rental Agreement and acknowledgement of risk, that I understand its content and that I execute it freely and without duress of any kind and agree to the terms herein stated.

Customer Signature: _____ **Today's Date:** _____