

**FUNFLATABLES-MALLS, LLC, INDOOR FUN, INC., FUNFLATABLES, INC. & FUNFLATABLES FUN CENTERS, INC.**

**Waiver, Release, Hold Harmless and Indemnification Agreement**

As Consideration for being allowed to enter the play areas and inflatable equipment and/or participate in any activity, party, event and/or program at FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc., the undersigned, on his or her behalf, and on the behalf of the Participant(s) named below, 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 or legal guardian of the Participant(s) named below to execute this Agreement on their behalf.

Participant/Child Name \_\_\_\_\_ Date of Birth/Age \_\_\_\_\_

Participant/Child Name \_\_\_\_\_ Date of Birth/Age \_\_\_\_\_

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Participant/Child Name \_\_\_\_\_ Date of Birth/Age \_\_\_\_\_

Participant/Child Name \_\_\_\_\_ Date of Birth /Age \_\_\_\_\_

Participant/Child Name \_\_\_\_\_ Date of Birth /Age \_\_\_\_\_

2. I acknowledge and understand that there are unanticipated risks associated with participation in FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc.'s play areas and inflatable equipment that could result in emotional or physical injury, including, but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
3. I, for myself and the Participant(s) named below, 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. My participation and the participation of the Participant(s) named below are purely voluntary, and elect to participate in spite of the risks.
4. I agree that the Participant(s) named below and I shall comply with all stated and customary terms, policies, posted safety signs, rules, and verbal instructions as conditions for participation in play areas, inflatable equipment, activity, party, event and/or program at FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc.
5. I, for myself, the Participant(s) named below, my spouse, our heirs, assigns, representatives, and next of kin agree to forever discharge, hold harmless and indemnify the independent owner of FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc., their predecessors, parent, subsidiaries and affiliates, officers and employees from any and all injuries, liabilities or damages from participation including such claims which allege negligent acts.
6. I additionally agree to indemnify the independent owner of FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc., their predecessors, parent, subsidiaries and affiliates, officers and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation.
7. I, myself and the Participant(s) named below are of physical ability to participate. I am legally competent to understand and complete this Agreement. I hereby execute this agreement without coercion.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
9. I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms.

**COVID-19.** By signing below, you are acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By entering FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc., you and the Participant(s) named below voluntarily assume all risks related to exposure to COVID-19 and agree not to hold FunFlatables-Malls, LLC, Indoor Fun, Inc., FunFlatables, Inc. and FunFlatables Fun Centers, Inc., their predecessors, parent, subsidiaries and affiliates, officers and employees liable for any illness or injury.

**Parent/Guardian NAME (PLEASE PRINT):** \_\_\_\_\_

**Parent/Guardian SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Contact Number:** (\_\_\_\_\_) \_\_\_\_\_ or (\_\_\_\_\_) \_\_\_\_\_

**EMAIL (optional)** \_\_\_\_\_