

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

Waiver, Release, Hold Harmless and Indemnification Agreement

As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at FunFlatables-Malls, LLC, Indoor Fun, Inc. & FunFlatables, Inc., the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified 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/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 _____

Participant/Child Name _____ Date of Birth/Age _____

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. activities and the use of the play area and inflatable equipment that could result in emotional or physical injury, including but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
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. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
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 party and/or program at FunFlatables-Malls, LLC, Indoor Fun, Inc. & FunFlatables, Inc.
5. **I, for myself, the Participant(s) named, 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. facility, 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 this FunFlatables-Malls, LLC, Indoor Fun, Inc., & FunFlatables, Inc. facility, 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 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 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.

Parent/Guardian NAME (PLEASE PRINT): _____

Parent/Guardian SIGNATURE: _____ **DATE:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Emergency Contact Number: (_____) _____ or (_____) _____

EMAIL (optional) _____