

## WAIVER OF LIABILITY

1. **Waiver of Liability.** In consideration for being allowed to enter The Inflatable Fun Factory and/or participate in any party or program at The Inflatable Fun Factory I hereby release, waive, and discharge All Blown Up Inflatables, LLC d/b/a The Inflatable Fun Factory (hereinafter "ABU"), its officers, servants, agents, members and employees (hereinafter referred to as 'Releasees') from any and all liability, claims, demands, causes of actions and/or actions whatsoever arising from, out of or relating to any loss, damage or injury, including death, that may be sustained by me or any person hereby acknowledged, or to any property belonging thereto, whether caused by the negligence of the Releasees, by other participants or otherwise, while in, on or upon the premises where The Inflatable Fun Factory is being operated.
2. **Authority.** I represent that I am the Parent or legal guardian of the participant(s) hereby acknowledged, or I have obtained permission or authorization, either express or implied, from the participant(s)' parent/legal guardian to execute this Agreement on their behalf. I agree that all members of our party will abide by all stated and customary terms, posted safety signs, rules, and verbal instructions. I also agree that all members of our party will bring any observed hazard and/or safety concern to the nearest The Inflatable Fun Factory employee or official immediately.
3. **Assumption of Risk.** I am aware that there are inherent risks associated with participation in The Inflatable Fun Factory programs, parties, and/or use of the play area and inflatable equipment and I, on behalf of myself and the participant(s) hereby acknowledged, knowingly and freely assume all such risk to our persons and/or property, both known and unknown, including but not limited to those that may arise out of the negligence of the Releasees, of other participants or otherwise, or out of a physical condition of or on the premises.
4. **Scope.** I understand and have knowledge of the activities in which I and/or the participant(s) acknowledged hereto are about to participate in and I have sought advice or explanation of such activities from Releasees prior to execution of this waiver. The scope of this waiver, however, is not only limited to activities contemplated, but also to those specifically not contemplated. In consideration being allowed to enter, enjoy, and participate in The Inflatable Fun Factory, I acknowledge that certain attractions, inflatables, structures, and other aspects of the premises may have changed, been added to or subtracted from, moved, altered, and/or otherwise differ in some way from previous visits. This Agreement and all provisions thereof shall continue to apply to each and every subsequent visit and or use of The Inflatable Fun Factory and to any liability, claim or action related in any way to ABU. If at any time multiple waivers are signed by me or executed on my behalf or on behalf of the participants hereto, the subsequent waiver(s) do not cut-off, terminate, or otherwise detract from the prior waiver(s) but only add to, broaden, and/or supply additional terms to the previous waiver(s) such that ABU be held harmless.
5. **Indemnity.** I further hereby agree to indemnify and save and hold harmless the Releasees, from any loss, liability, damage or costs they may incur due to mine or any participants participation at The Inflatable Fun Factory or any damages or injuries which may occur from contact with any surface in The Inflatable Fun Factory or the premises, whether caused by the negligence of any or all of the Releasees, or otherwise.
6. **Covenant Not to Sue.** By signing and/or authorizing this Agreement I agree not to sue Releasees and if I or anyone on behalf of any of the participants hereby acknowledged fail to abide by this Covenant Not to Sue, I shall be responsible for indemnifying Releasees of any and all damages and for all of Releasees' attorney's fees in defending such action. I also agree that even if a Court or any other tribunal finds that this Covenant Not to Sue is void or unenforceable that I will pay Releasees' attorney's fees should I fail to prevail in front of that Court or tribunal.
7. **Binding Effect.** It is my express intent that this Release shall bind the members of our family and spouse, if we are alive, and our heirs, assigns and personal representative, if any of us are deceased. This waiver applies to all persons in my group or individuals in my party, whether they are listed and acknowledged hereto or not, to the extent I have authority to sign on their behalf. For those individuals in my group or party that I do not have authority to execute this waiver on their behalf, I agree to indemnify ABU for any damages they suffer to the full extent outlined in this waiver.
8. **Severability.** If any term or provision of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term or provision shall be excluded to the extent of such invalidity or unenforceability but all other terms or provisions hereof shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term or provision shall be deemed replaced by one valid, enforceable and closest to the omitted term or provision in meaning.
9. **Media Release.** I understand that by using ABU's property that ABU has the right to the use of media depicting me or any participant so acknowledged in this release, including but not limited to photographs, videos, or other media, taken by ABU relating to the use of ABU's facilities and equipment contained therein without further release obtained from the party using ABU's property. Consideration for ABU's right to use media under this paragraph is taken into account under the terms of this Agreement without further consideration to be provided by ABU.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, ATTEST THAT I: HAVE THE RIGHT AND AUTHORITY TO SIGN OR EXECUTE THIS ON BEHALF OF EACH PARTICIPANT SO LISTED AND ACKNOWLEDGED HERETO, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I execute this Release for full, adequate and complete consideration fully intending to be bound by same. And I am at least eighteen (18) years of age and fully competent.

**10. Covid-19 Warning.**

ABU has put in place preventative measures to reduce the spread of COVID-19; however, ABU cannot guarantee that you or your child(ren) will not become infected with COVID-19. The waiver, release and other representations and covenants set forth herein are given in consideration for ABU permitting me to be a patron and utilize its facilities.

**RELEASE OF LIABILITY**

**PLEASE READ AND SIGN THE FOLLOWING RELEASE OF LIABILITY AND ASSUMPTION OF RISK.**

I agree that I am personally responsible for my safety and actions while visiting ABU. I agree to comply with all ABU policies and rules, including but not limited to all ABU policies, guidelines, signage, and instructions. Because ABU is open for use by other individuals, I recognize that I am at risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at ABU may result from the actions, omissions, or negligence of myself and others, including, but not limited to, ABU and its [instructors, counselors, trainers,] employees, and other participants.

I agree to indemnify, defend, and hold harmless ABU and its [instructors, counselors, trainers,] employees and other participants from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of ABU and its [instructors, counselors, trainers,] employees and other participants due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of ABU's facilities, tools, equipment, or materials, whether caused by the negligence of ABU and its [instructors, counselors, trainers,] employees and other participants or otherwise specifically related to COVID-19.

By signing below I expressly acknowledge and represent that I have read the foregoing Waiver of Liability, that I understand it and sign it voluntarily as my own free act and deed; I am sufficiently informed about the risks involved in visiting ABU and in deciding whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Emergency Contact Phone Number

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Date of Birth

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Participant Name

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Participant Date of Birth

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Participant Name

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Participant Date of Birth

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Participant Name

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Participant Date of Birth

Email (Optional): \_\_\_\_\_