

Ultimate Bounce N Sounds

Release and Waiver of Liability

In consideration of being permitted to participate in any way in the provided ride, activities, and/or apparatus, I acknowledge, appreciate and expressly agree that:

- I fully understand and acknowledge the risks and dangers of serious injuries in my use of the provided ride, activities, and/or apparatus;
- I fully understand and acknowledge that my participation in such activities and/or use of such rides or apparatus may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, heat stroke, heart attack, death or other ailments that could cause serious disability;
- I fully understand and acknowledge that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **ULTIMATE BOUNCE N SOUNDS**, the negligence of the participants, the negligence of others, or by accidents, breaches of contract, the forces of nature, or other causes; and
- I fully understand and acknowledge that by my participation in these rides, activities and/or use of apparatus, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **ULTIMATE BOUNCE N SOUNDS**, or by any other person.
- I fully understand and acknowledge, for myself, my heirs and/or assigns, that by participating in this ride, activity, and/or apparatus, I am stating that I do not have **any** physical and/or mental condition, which would effect my ability to participate in this ride, activity, and/or apparatus, including but not limited to the following: back problems, heart conditions, pregnancy, epilepsy, motion sickness;
- I hereby expressly state that I am not under the influence of drugs/alcohol or any ailment that can be aggravated by the use of this ride, activity, and/or apparatus;
- I knowingly, freely, and expressly assume any and all risks of injury, both known and unknown, associated with participation in the provided ride, activities, and/or apparatus, even if arising from the negligence of persons released from liability below;
- I knowingly and freely assume full responsibility for my participation in the use and enjoyment of the ride, activity, and/or apparatus;
- I knowingly understand this ride, activity, and/or apparatus, and any others provided, can be physically intense and usually results in the participant falling. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as is practical;
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby AGREE to forever RELEASE, INDEMNIFY, and HOLD HARMLESS from liability **ULTIMATE BOUNCE N SOUNDS, ULTIMATE BOUNCE N SOUNDS** suppliers/vendors/contractors, **ULTIMATE BOUNCE N SOUNDS** hosting organization(s), their officers, officials, agents and/or employees with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of **ULTIMATE BOUNCE N SOUNDS**, its officers, officials, agents and/or employees and/or any of its affiliates identified herein or otherwise; and
- I understand and agree that this Release of Liability Agreement covers each and every ride, activity, and/or apparatus, in which I participate hereafter.

Renter's Initials_____

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I have read the forgoing **RELEASE AND WAIVER OF LIABILITY AGREEMENT**, which consists of a one page document and is located on the preceding page.

My signature below expressly acknowledges that I fully understand and agree to the terms contained in the forgoing **RELEASE AND WAIVER OF LIABILITY AGREEMENT**, and I understand that I have given up substantial rights by signing this document. As such, I hereby sign this **RELEASE AND WAIVER OF LIABILITY AGREEMENT** freely and voluntarily and without any inducement or duress.

APPROVED AND ACCEPTED:

Dated this _____ day of _____, 2010.

Name: _____
Customer/Renter Print Name Customer/Renter Signature

Address: _____
Street City State Zip

Phone: (____) _____

Renter's Initials_____