

Waiver and Release From Liability

WARNING:

BOUNCING ON AN INFLATABLE BOUNCE HOUSE MAY RESULT IN INJURY AND/OR DEATH

I _____ (I"), have voluntarily elected to allow my child(ren) to participate in playing on bounce house(s), and I fully understand That this involves jumping on air fulfilled entertainment toy(s) and that there are health and safety risks associated with this type of activity.

I, therefore, assume all risk of injury and/or death associated with this even and I will not hold the event organizers, sponsor, and anyone affiliated with them for any circumstances of the event. I hereby confirm that my child(ren) are in good physical condition and do not suffer from any disabilities or physical conditions that places me or others at risk or otherwise should prohibit their participation in this even.

I hereby waive and release, indemnify, hold harmless and forever discharge you, the owners of this bounce house. I understand that the activities that they will participate in on the date the house(s) is/are used are inherently dangerous and participation may cause harm or grievous injuries, including bodily injury, damage to personal property and/or death.

I, on help of myself, my spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned Released Parties to such activity.

By this WAIVER AND RELEASE, I assume any risk, and take full responsibility and warranty of any and all claims of personal injury and death or damages to, but not limited to my use of the Released Parties' facilities and/or engaging in the Release Parties' activities or other activities on and near the Release Parties' premises on the date the house(s) are used.

This WAIVER AND RELASE contains the full and complete agreement between the Parties, the items are contractual and not merely a recital, and supersedes any and all prior written or oral agreements and representations between the Parties concerning the activities and the WAIVER AND RELEASE. Any additional changes in this WAIVER AND RELEASE shall be valid only if set forth in writing and signed by all the Parties.

Furthermore, this WAIVER AND RELEASE is binding upon the undersigned and his/her respective spouse, heirs, next of kin, executors, administrators, representatives, successors and assigned.

This WAIVER AND RELEASE shall be subject to the laws of the State of Indiana. The provisions of this WAIVER AND RELEASE will remain in issue and in full force and effect even after termination of the Parties' activities.

I acknowledge that I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE and its contents. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights.

I have signed this WAIVER AND RELEASE voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

I am 18 years of age or older and mentally competent to enter into this waiver.

RULES

Bounce house limits 200lbs. total weight and/or 6 children. There MUST be an adult watching bounce house when children are playing AT ALL TIMES! I further acknowledge that I will NOT ALLOW any other children or adults to use the bounce house without first completing a signed waiver at www.eclipsepartyrental.com , by calling (317) 874-7578 or email info@eclipsepartyrentalindy.com I acknowledge that my failure to do so will put myself in legal jeopardy.

[Signature of Parent/Guardian]

[Parent/Guardian Printed Name]