



RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, A Bounce Above Party Rentals, LLC (“Company”) is the owner/operator/sponsor of an activity, rental services related to inflatable structures, waterslides, and obstacle courses along with concession stands and equipment such as blowers, inflatable units, wiring, hoses, waterbags, and other related equipment for such activities (the “Activity” and/or “Equipment”, may be used interchangeably) and is willing to permit the individual(s) signing this Agreement (“Customer”) and their guests and invitees (collectively the “Invitees”) to use the Equipment and/or participate in the Activity, upon the terms and conditions of this Agreement. The Company and Invitees may be collectively referred to as (the “Parties”).

In consideration for being provided the ability to participate in the Activity and/or use of Equipment, the person signing below hereby stipulates and agrees:

- 1. Use of Equipment and/or Activity** I agree that I am responsible for the proper use and care of the Equipment/Activity, and that I will be liable for the replacement cost of any Company’s property which is damaged, destroyed or lost.
- 2. Assumption of Risk.** I understand and acknowledge that the Activity may be dangerous and may involve the risk that will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activity may not be supervised and that the Company does not provide medical services. I further acknowledge that any injury sustained while participating in the Activity may be compounded by preexisting physical conditions, negligent or delayed medical service, or negligent or delayed assistance. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO THE USE OF THE EQUIPMENT AND PARTICIPATION IN ACTIVITIES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE COMPANY.
- 3. Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, successors, assigns, invitees, guests, and agents to fully and forever discharge and release Company and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to use of the Equipment and/or participation in the Activity, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability for a Potentially Dangerous Activity is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Equipment or participating in the Activity.
- 4. Covenant Not to Sue.** I agree, for myself and all my heirs, assigns, representatives, agents, guest and invitees, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which may be a result of any personal injury, death, breach of any express or implied warranty, negligent act or omission of the Company, design, construction, inspection, maintenance and repair, or property damage I may sustain while on or using the Equipment or while participating in the Activity.
- 5. Indemnification.** I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for

any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Equipment or participation in any Activities.

6. **No Representations by Company.** I acknowledge that the Company makes no representation as to the condition the safety of the Activity or any Equipment used in connection with the Activity. I accept and shall use the equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, sponsors, or representatives regarding this agreement or the Equipment or Activity, except to the extent such representations are expressly set forth in this agreement.
7. **Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in St. Johns County, Florida.
8. **Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
9. **Severability and Survival.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect. Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
10. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS OF MINE, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

IF THE INDIVIDUAL(S) PARTICIPATING IN THE ACTIVITY OR USE OF EQUIPMENT IS A MINOR, I REPRESENT THAT I AM SIGNING AS A PARENT OR LEGAL GUARDIAN OF SAID MINOR, AND HAVE FULL AUTHORITY TO DO SO. FURTHERMORE, I ACKNOWLEDGE THAT THIS AGREEMENT IS BINDING UPON THE MINOR AS WELL AS MYSELF.

By: _____
Name: _____
(Printed Name of Invitee or Guardian)
Date: _____

By: _____
Name: _____
(Printed Name of Invitee or Guardian)
Date: _____