

Waiver, Release, Hold Harmless & Indemnification

In Consideration of being allowed to enter the play area and/or participate in any party and/or program at Boston Bounce the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates 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.
- 2: I am aware that there are known and unknown risks associated with participation in Boston Bounce activities and the use of the play area, inflatable equipment and any and all other Boston Bounce equipment, including but not limited to the open bounce, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis or death.
- **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.
- **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 open play event at Boston Bounce
- 5: I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this facility, Boston Bounce, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities, damages from participation, except for those arising from the gross negligence or willful misconduct of Boston Bounce.
- **6:** I additionally agree to indemnify the independent owner of this facility, Boston Bounce, 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, except from those arising from the gross negligence or willful misconduct of Boston Bounce.
- 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 understand that entry, by myself and the participant(s) named, constitutes consent for Boston Bounce. To use any film, video or likeness of participants for any purpose whatsoever, without payment to the participant.
- **9:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect.

Participant's Name (If applicable):		Participant DOB:	/	/
*Participant's Name:		*Participant DOB:	/	1
*Parent/Guardian Signature:				
*Parent/Guardian Printed Name:				
*Address:	City:	State: Zip:	:	
*Emergency Contact Phone:				
E-mail Address:				