

VOLUNTARY RELEASE, ACKNOWLEDGMENT OF ASSUMPTION OF RISK

Birthday Child Name: _____

This document affects your legal rights. You must read and understand it before initialing and signing it. -----

I, the named participant being eighteen or older in age, or the legal guardian of the named participant who is under 18, in consideration of the services of JJ Entertainment, Corp dba Jumping Jacks, the officers, directors, employees and agents of JJ Entertainment, Corp, and the owner of the subject property (hereinafter collectively referred to herein as "Releasees"), and **the right to engage in this activity as a participant and/or volunteer**, hereby acknowledge, agree, promise and covenant with Releasees on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISKS: I acknowledge having heard and understood all information given in a safety demonstration, and willingly agree to abide by all stated and customary rules and conditions for attendance and participation in the activities. I UNDERSTAND AND ACKNOWLEDGE that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain **known risks and unanticipated risks** which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to the minor identified below, or my property. I understand and acknowledge those risks may result in personal claims against Releasees. These risks include but in no way are limited to the following:

- (1) The risks inherent in the activity of participating in inflatable attractions;
- (2) the acts, omissions or negligence in any degree of Releasees, or their agents or employees;
- (3) latent or apparent defects or conditions in equipment, property or the facilities provided by Releasees or their agents or employees;
- (4) the unexpected behavior of co-participants, if any;
- (5) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in injury, death, illness, disease, or damage to myself, the minor identified below, or to my property.

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to myself, the minor identified below, or to my property arising from the participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, arising from the participation in this activity.

RELEASE AND INDEMNITY: I, FOR MYSELF AND THE MINOR IDENTIFIED BELOW, VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and their agents or employees, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in this activity, **including, but specifically not limited to any and all negligence or fault of Releasees and their agents or employees.** I FURTHER AGREE, PROMISE AND COVENANT, ON BEHALF OF MYSELF AND THE MINOR IDENTIFIED BELOW, TO HOLD HARMLESS AND TO INDEMNIFY Releasees and their agents or employees, and all other persons or entities **from all defense costs, including attorney's fees, or from any other costs incurred in connection with any claim or lawsuit filed against Releasees as a result of the participation in this activity.**

I FURTHER ACKNOWLEDGE that the undersigned is in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the activity. Further, I acknowledge that I am not purchasing or leasing the attraction, but rather, am being afforded a non-exclusive right to use the attraction. Additionally, I acknowledge that Releasees are providing recreational services.

ENTIRE AGREEMENT: I understand that this is the entire Agreement between the undersigned and Releasees and their agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned.

My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

PARTICIPANTS: (Please Print)

Parent/Guardian/Sole Participant's Name: _____

1st Child's Name: _____ **Date of Birth:** _____

2nd Child's Name: _____ **Date of Birth:** _____

3rd Child's Name: _____ **Date of Birth:** _____

4th Child's Name: _____ **Date of Birth:** _____

Email address:* _____

*email address will NEVER be released to a third party; it will be used as a birthday greeting/coupon for party or other specials.

Address: _____ **Phone:** () _____

My signature below indicates that I have read this entire document, have understood it completely, and agree to be bound by its terms, for myself and for all minors listed above. My signature indicates my agreement for this visit and all future visits occurring within one year.

ADULT SIGNATURE: _____ **DATE:** _____