Bumper Jumpers Liability Release Waiver Copied from website

In consideration of being allowed to enter into the play area and/or participate in any party/program or any other event at Bumper Jumpers Indoor Playground, the undersigned, on his or her own behalf and/or on behalf of the participant(s) identified below, acknowledges, appreciates and agrees as follows:

- 1) I understand Inflatables can be dangerous and hazardous. The activities at Bumper Jumpers Indoor Playground require certain degrees of skill, ability, physical condition and participant must be in good health. I understand that these activities can result in serious injury, disability and/or death to the participant(s) and/or me. I assume any and all risk, damage or injury I/we may incur while on Bumper Jumpers Indoor Playground premises. In addition, if I/we observe any hazard/danger during our participation, I/we will bring it to the attention of the nearest Bumper Jumpers Indoor Playground employee and/or management immediately.
- 2) I, for myself and the participants named below, and our respective heirs, assigns, administrators, personal representatives, and next of kin, hereby release and forever discharge Bumper Jumpers Indoor Playground, and their officers, members, agents, employees, directors, trustees, affiliates, other participants and all other persons and entities acting on their behalf, from any and all claims, actions, damages, injuries, liabilities, costs or expenses, including attorney fees, Emergency response bills which are related to or arise out of myself or the participant(s) named below participation or use of the facility; and that I/we forever waive the right to sue or exercise any legal actions against Bumper Jumpers Indoor Playground.
- 3) I have reviewed the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand that it is my responsibility to ensure that I/my children understand the rules. Although there are referees to observe children/adults playing, it is my responsibility to supervise my children and my own activities. Bumper Jumpers is not an insurer or guarantor of your children's safety and by admitting your children, Bumper Jumpers does not assume the parental responsibility to supervise and direct your children's activities. I will bring any observation of the rules being broken to the attention of a Bumper Jumpers staff member. I certify that I and/or my child are in good health and that I and/or my child have no physical limitations, which would preclude safe participation at Bumper Jumpers.
- 4) I understand that as a parent/guardian, I may not leave the facility at any time without another adult taking full responsibility for supervising my child. I am fully aware that any child left in the facility without any parent/guardian will be immediately tumed over to the authority except for those children accounted for by our staff as drop off children.
- 5) I understand that shoes will be placed in designated shoe racks and may not be held in hand while supervising children on the floor or stored around the concession area or any sitting or walk path area. I understand socks are required by all to be on the soft floor or on the inflatables. I agree that pictures taken at BJ's could be used for promotional purposes including website visibility.
- 6) I understand that I may not bring ANY outside food or drinks into Bumper Jumpers except for Sippy cups. I am in agreement that no outside decorations, gifts or cake will be permitted for open play guests.
- 7) I acknowledge that for myself and participants named below, participation in activities at Bumper Jumpers Indoor Playground is strictly voluntary. I hereby certify that I am over 18 years of age and voluntarily agree to all terms, conditions and responsibilities set forth in the above terms and conditions. I am aware that by signing this agreement, I am agreeing to comply with all rules set forth by Bumper Jumpers.
- 8) I understand and agree that NO REFUND will be given to my family or me if we have stayed 20 minutes or more regardless of the situation. I am also aware that all children ages 1 to 17 MUST pay an admission fee regardless of participating in any activity or not.

PLEASE REVIEW BUMPER JUMPER'S SAFETY RULESWITH YOURCHILDREN AND ENSURE THEY ARE NOT CHEWING ON ANYTHING AT ALL TIMES WHILE ON THE SOFT FLOOR OR ON THE RIDES TO AVOIDCHOKING OR VOMITING.

IF THE STAFF FEELS A CHILD IS UNHEALTHY TO CONTINUEPLAY, BJ'S STAFF MAY STOP THEIR PLAY.

As Bumper Jumpers is a child/parent environment parents are responsible for children in their care. While the staff will work hard to ensure everyone plays

Bumper Jumpers Liability Release Waiver Copied from website

together and has a great time, if a child is unable to follow the facility rules, the following steps will be taken to ensure other guests are able to enjoy their playtime.

1st Warning: The rule will be reviewed with the child again to ensure complete understanding of BJ's safety rules.

2nd Warning: The parent will be notified of the child's behavior and a last warning given.

3rd Warning: The child will be asked to discontinue play for at least 20 minutes. (including the possibility of leaving Bumper Jumpers with no possibility of a refund)

By the execution of this agreement, it is my intention to assume all risk of illness or injury (minor, serious or catastrophic in nature, including claims and suits at law or in equity for any injury, fatal or otherwise) or damage (to person or property) and do hereby surrender and waive any rights to sue or exercise any legal right to seek damages against Bumper Jumpers LLC, its owners, agents, employees, officers and/or all other persons or entities acting on its behalf and agrees to indemnify Bumper Jumpers LLC and its owners, employees or agents and hold it harmless from and against all claims asserted against it by any entity based upon my children's participation in any parties or programs at Bumper Jumpers.

| Child's Name: | |
|--------------------------|---------------|
| Child's Gender: | Date of Birth |
| Parent's Name: | |
| Parent's Phone/Email: | - |
| Parent's Signature/Date: | |