FUNFLATABLES, INC.

Acknowledgement of Risk, Release of Liability, and Participant Agreement

Understanding that all reasonable precautions have been taken to assure that FunFlatables, Inc. is as safe as possible, I acknowledge that play on inflatables and activities at FunFlatables, Inc. entail both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I further understand that the activities and inflatables will be shared with others over whom FunFlatables, Inc. has no control; and

I, the parent/legal guardian of the participant(s), agree that the participant(s) and I shall comply with the stated and customary terms, rules, and conditions for participation in any party and/or program at FunFlatables, Inc.. In addition, if I observe any hazard during my participation, I will bring it to the attention of the nearest employee immediately; and

I, for myself and the participant(s), and our respective heirs, assigns, administrators, personal representatives, and next of kin, knowingly and freely accept and assume all risks, both known and unknown, even if arising from negligence from other participants or employees and AGREE TO RELEASE, DEFEND, INDEMNIFY, NOT SUE, FOREVER DISCHARGE AND HOLD HARMLESS FUNFLATABLES, INC., its principals, its officers, its owners, its agents, its employees, its equipment manufacturers and sponsoring agencies and other participants with respect to any and all claims, including but not limited to actions expenses, injuries, disability, death, paralysis, or loss or damage to person or property arising out of or related to participation in any and all FunFlatables, Inc.'s programs, activities, parties, the use of the play area and/or inflatable equipment, to the fullest extent of the law. In addition, the undersigned fully agrees to pay for all medical costs, attorney's fees, and all other damages from injury to him or herself or those minor participants signed for by the undersigned; and

Should FunFlatables, Inc. or anyone acting on behalf of FunFlatables, Inc. be required to incur attorney's fees and costs to enforce this agreement, the undersigned expressly agrees to indemnify and hold FunFlatables, Inc. harmless for all such fees and costs. In the event the undersigned or any of the participants file a lawsuit against FunFlatables, Inc., it is agreed to do so solely in the State of Indiana. The undersigned agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

BY SIGNING BELOW, I AM ACKNOWLEDGING THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, AND PARTICIPANT AGREEMENT CAREFULLY AND I FULLY UNDERSTAND ITS CONTENTS AND EXECUTES IT FREELY AND WITHOUT DURESS OF ANY KIND AND AGREE TO THE TERMS HEREIN STATED.

_____ /_____
Parent / Guardian / Adult Signature **Date**

_____
Print Name

_____
Address

_____ /_____
Phone # **Email** (Optional)

_____ /_____
Participant Name **Birthdate**

_____ /_____
Participant Name **Birthdate**

_____ /_____
Participant Name **Birthdate**

_____ /_____
Participant Name **Birthdate**