

BounceU®

Waiver, Release, Hold Harmless, and Indemnification Agreement

As consideration for being allowed to enter the play area and/or participate in any party and/or program and/or event at BounceU, the undersigned, on his or her own behalf, and on the behalf of the minor participant, if any, identified below (the "Participant"), acknowledges, appreciates, understands, and agrees to the following:

1. I am at least 18 years old and am legally competent to understand and complete this Agreement. I hereby execute this Agreement without coercion. I represent that I am the parent or legal guardian of the Participant, if any, identified below. The Participant and I are of physical ability to participate and be present in this location.

2. I recognize, acknowledge, agree, and understand that there are known and unknown risks associated with presence in a BounceU location, participation in any BounceU activities (including without limitation parties, Open Bounce, and Open Play), and the use of the play area, inflatable equipment, and any and all other BounceU equipment. These risks include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death, as well as exposure to bacteria, fungus, viruses, unknown contagious diseases, and/or COVID-19.

3. I, for myself and the Participant, willingly assume any risks associated with our presence and participation and accept that there are also risks that may arise due to other participants, which I also willingly assume.

4. I certify that I have adequate insurance to cover any injury, sickness, illness, or damage that I or the Participant may cause or suffer while present in a BounceU location or while participating in any activities at BounceU, or if not, that I shall bear all costs and expenses associated with or arising out of any injury, sickness, illness, or damages to myself, the Participant, or others. I further certify that I am willing to assume the risk of any medical or physical condition the Participant or I may have.

5. I agree that the Participant and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from BounceU staff as conditions for our presence and participation in any activities of any nature at BounceU. I further consent to BounceU staff taking my or the Participant's temperature, and I acknowledge that the Participant and I may be denied access to or forced to vacate BounceU if either of us evidence any symptoms of sickness or illness, including, without limitation, symptoms of exposure to bacteria, fungus, viruses, unknown contagious diseases, or COVID-19.

6. I, for myself, the Participant, and our respective heirs, assigns, representatives, family members, estates, and next of kin, hereby waive, release, hold harmless, and indemnify the owner(s) of this BounceU facility, BounceU Holdings, LLC, and their respective predecessors, successors, parents, subsidiaries, affiliates, officers, members, directors, and employees (collectively, the "Released Parties") from and against any and all actual or alleged injuries, liabilities, or damages related to our presence or participation, except for those arising from the gross negligence or willful misconduct of the Released Parties.

7. I additionally agree to indemnify, hold harmless, and defend the Released Parties for, from, and against any defense costs or expenses arising from or related to any and all actual or alleged claims, injuries, liabilities, or damages related to our presence or participation, except for those arising from the gross negligence or willful misconduct of the Released Parties.

8. I understand that entry, by myself and the named Participant, into a BounceU location constitutes consent for BounceU to use any film, video, or likeness of me and the Participant for any purpose whatsoever, without payment to us.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim, or dispute to binding arbitration. The arbitration shall take place, at BounceU's sole option, either in Phoenix, Arizona or within 25 miles of this BounceU location. The arbitration shall be before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect. If, for whatever reason, the parties elect to not arbitrate a matter, each waive their right to a jury trial.

11. By signing this document, I acknowledge that I am voluntarily giving up important legal rights and that if anyone is hurt or property is damaged during our presence or participation in any activities, I may be found by a court or arbitrator to have waived my right to maintain a lawsuit or pursue damages on my own behalf and on behalf of the Participant against the Released Parties for any claim from which I may have released them in this Agreement.

Participant Name (please print): _____

Parent / Guardian Name (please print): _____

Parent / Guardian Signature: _____

Date: _____

Emergency Contact Number: _____

Email*: _____

*Email Guarantee: BounceU will only use your email address to send you exclusive offers, coupons, current events, and news. We will never sell or otherwise share your email address.

⚠ WARNING: Some of the bounce houses in this location can expose you to chemicals which are known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov.