

## WAIVER AND RELEASE FROM LIABILITY

### **WARNING:**

### **BOUNCING ON A BOUNCE HOUSE MAY PRODUCE INJURY AND/OR DEATH**

I \_\_\_\_\_ (“I”), have voluntarily elected to allow my child(ren) to participate in playing on bounce house(s), and I fully understand that this involves jumping on air filled entertainment toy(s) and that there are health and safety risks associated with this type of activity. I, therefore, assume all risk of injury and/or death associated with this event and I will not hold the event organizers, sponsors, or anyone affiliated with them for any circumstances of this event.

I hereby confirm that my child(ren) are in good physical condition and do not suffer from any disabilities or physical conditions that places me or others at risk or otherwise should prohibit their participation in this even.

I hereby waive and release, indemnify, hold harmless and forever discharge the Brecksville-Broadview Heights Preschool Mother’s Club, the owner of the home the house is used, and their volunteers, agents, sponsors, servants, employees, officers, directors, affiliates, successors and assigns, and their respective heirs, representatives, legal counsel, licensees and all persons, firms, corporations liable or who might be liable, whether or not herein named, none whom admit any liability to the undersigned, but all expressly denying liability (herein the “Released Parties” and collectively with I the “Parties”), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, which I have or may hereafter have, arising from or in any way relating to my child(ren)’s participation in any of the events or activities conducted by the Released Parties on the date that the house(s) is/are used, on the premises of the Released Parties, or for the benefit of the Released Parties.

I understand that the activities that they will participate in one the date the house(s) is/are used are inherently dangerous and my participation may cause harm or grievous injuries, including bodily injury, damage to personal property and/or death. I, on behalf of myself, my spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned Released Parties to such activity.

By this WAIVER AND RELEASE, I assume any risk, and take full responsibility and warranty of any and all claims of personal injury and death or damages to but not limited to my use of the Released Parties’ facilities and/or engaging in the Release Parties’ activities or other activities on and near the Release Parties’ premises on the date the house(s) are used.

This WAIVER AND RELEASE contains the full and complete agreement between the Parties, the terms are contractual and not merely a recital, and supersedes any and all prior written or oral agreements and representations between the Parties concerning the activities and the WAIVER

AND RELEASE. Any additions to or changes in this WAIVER AND RELEASE shall be valid only if set forth in writing and signed by all the Parties. Furthermore, this WAIVER AND RELEASE is binding upon the undersigned and his/her respective spouse, heirs, next of kin, executors, administrators, representatives, successors and assigns. This WAIVER AND RELEASE shall be subject to the laws of the State of Ohio. The provisions of this WAIVER AND RELEASE will remain in issue and in full force and effect even after termination of the Parties' activities.

I acknowledge that I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE and its contents. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this WAIVER AND RELEASE voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

RULES-

Bounce house limits are 200# total weight and/or 6 children.

There **MUST** be an adult watching bounce house when children are playing **AT ALL TIMES!**

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Child(rens) Name(s)

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[Signature of Parent/Guardian]

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[Parent/Guardian Printed Name]

Date: \_\_\_\_\_