

WAIVER OF LIABILITY

1. Waiver of Liability. In consideration for being allowed to utilize any device, equipment, program, or feature of All Blown Up Inflatable Rentals, LLC ("ABU"), including but not limited to inflatables, concession equipment, tables, chairs, mechanical bulls, bungee trampolines, spider climbs, inflatable games, rock walls, laser tag, archery, generators, water inflatables, dunk tanks, zorb balls, bubble balls, tents, or portable fencing (collectively the "participation"), I hereby release, waive, discharge, and covenant not to sue ABU, its officers, agents, members, and employees (collectively the "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, that may be sustained by me or any person named below, or to any property belonging thereto, whether caused by the negligence of the Releasees, or otherwise, while in, on or upon the premises where the participation with ABU is being undertaken.

2. Assumption of Risk. I am aware that there are inherent risks associated with ABU participation and I, on behalf of myself and the participant(s) named below, knowingly and freely assume all such risk to our persons and/or property, both known and unknown, including those that may arise out of the negligence of other participants or the Releasees. I understand the description of the risks described herein is not complete and that unknown or unanticipated risks with the participation may result in injury, illness, or death. I understand and acknowledge that the risks associated with the participation cannot be eliminated without eliminating the essential qualities of the activity. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement.

3. Authority. I represent that I am a participant over the age of 18, or the parent or legal guardian of the participant(s) named below, or I have obtained permission from their parent/legal guardian to execute this agreement on their behalf. I also agree that all members of my party will bring any observed hazard and/or safety concern to the nearest ABU employee or attendant immediately.

4. Indemnity. I further hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage, or costs they may incur due to my participation, whether caused by the negligence of any or all of the Releasees, or otherwise. By signing this waiver I agree not to sue Releasees and if I or anyone on behalf of any of the participants listed below fail to abide by this covenant not to sue, I shall be responsible for all of Releasees' attorney's fees in defending such action. I also agree that even if a court or any other tribunal finds that this covenant not to sue is void or unenforceable that I will pay Releasees' attorney's fees should I fail to prevail in front of that court or tribunal.

5. Binding Effect. This release shall be binding to the fullest extent permitted by law. I agree that all members of our party will abide by all stated and customary terms, posted safety signs, rules, and verbal instructions.

6. Severability. If any provision of this Waiver of Liability is found to any extent to be illegal, invalid, or otherwise unenforceable, such term or provision shall be excluded to the extent of such invalidity or unenforceability but all other terms or provisions hereof shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term or provision shall be deemed replaced by one valid, enforceable, and closest to the omitted term or provision in meaning.

7. Media Release. I understand that by using ABU's property and/or participation that ABU has the right to the use of media depicting me or anyone else who may be covered by this Waiver, including but not limited to photographs, videos, or other media, taken by ABU relating to the participation without further release obtained from the party. Consideration for ABU's right to use media under this paragraph is taken into account under the terms of this agreement without further consideration to be provided by ABU.

8. Choice of Law; Jurisdiction. This Waiver of Liability will be governed by and construed in accordance with the laws of the State of Indiana. Any claims, legal proceeding, or litigation arising in connection with the participation will be brought solely in Vanderburgh County, Indiana, and you consent to the jurisdiction of such courts.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND THAT I MAY CHOOSE NOT TO PARTICIPATE IN THIS ACTIVITY IF I DO NOT UNDERSTAND THIS DOCUMENT OR DO NOT WISH TO WAIVE MY RIGHTS OR ASSUME THE RISKS STATED HEREIN.

Participant or Parent/Guardian
(signature, name, and date)

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