

JUMPIN' JACK'S PARTY SHACK, INC.
RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to enter the play area and/or participate in any party and/or program at Jumpin' Jack's Party Shack, Inc. ("Jumpin' Jack's") the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates and agrees to the following conditions:

I represent that I am the parent or legal guardian of the participant(s) named below, or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf.

I, for myself, my child or ward, acknowledge and understand that there are dangers and risks associated with the activities at/by Jumpin' Jack's and agree to assume all risk of personal injury, including the potential for paralysis and death.

I, for myself, my child or ward, agree to follow the safety instructions provided and acknowledge that failure to do so may result in expulsion from Jumpin' Jack's. Further, if I observe any hazard during our participation, I will bring it to the attention of the nearest Jumpin' Jack's employee or representative immediately.

I, for myself, my child or ward, and on behalf of my or their heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** Jumpin' Jack's, their affiliates, shareholders, officers, directors, agents, employees, other participants, property manager, landlord, equipment manufacturers, attorneys and sponsoring agencies from and against any and all claims, damages, or liabilities for any such personal injury, disability, death or loss or damage to person or property resulting, arising out of, or related to our participation in any and all Jumpin' Jack's programs, activities, parties, the use of play area and/or inflatable equipment to the fullest extent of the law.

In the event of an accident or serious illness, I hereby authorize Jumpin' Jack's to obtain medical treatment for me, my child or ward, on my behalf. I hereby hold harmless and agree to indemnify Jumpin' Jack's from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment.

I, for myself, my child or ward, consent to the publication of personal pictures, which may be taken by Jumpin' Jack's personnel or their representatives. Publication may include, but is not limited to, marketing materials and websites.

THIS IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING IT.

I UNDERSTAND THIS DOCUMENT IS A CONTRACT. I HAVE READ IT THOROUGHLY. I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IT CONTAINS.

	<u>Child's Name (PRINTED)</u>	<u>Age</u>	<u>Gender</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Parent/Guardian (PRINTED): _____ Date of Consent: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zip: _____ E-Mail: _____

Parent/Guardian Signature: _____

SOCKS ARE REQUIRED AT ALL TIMES IN THE BOUNCE AND PARTY ZONES

Come prepared for an energetic party! Participants will be climbing, jumping and bouncing non-stop. Because of the potential for damage to the equipment; no shoes, sharp objects, hair clips, food, drinks, or gum is allowed on the inflatable equipment.

JUMPIN' JACK'S PARTY SHACK...1505 E. Grande Blvd., Tyler, TX 75703... (903) 279-1308
1.2 miles off of Broadway on the Grande Extension