

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

The undersigned do hereby enter into the following Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “**Agreement**”) with Jump N Shout, LLC, an Ohio limited liability company (“**JNS**”), as a condition for allowing the undersigned and/or the minors identified below (collectively the “**Participants**”), to enter the premises located at 877 W. Main St., Smithville, OH 44677 (the “**Property**”) to engage in any activities and the use of the play area, inflatable equipment and any and all other equipment on the Property (collectively the “**Equipment**”).

1. **Consideration.** In consideration for being allowed to engage in activities on the Property and the use of the Equipment, I am signing this this Agreement on behalf of myself and the following minors, and represent that I am their parent or legal guardian or I have obtained permission from their parent/legal guardian to execute this agreement on their behalf.

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

2. **Acknowledgement of Risks.** I, for myself and any minor Participants named above, acknowledge and understand that there are known and unknown risks associated with the use of the Equipment which may include but are not limited to contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
3. **Assumption of Risk.** I, for myself and any minor Participants named above, willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants on the Property, which I also willingly assume.
4. **Compliance with Rules.** I agree that myself and any minor Participants named above shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions from JNS and its managers or employees, as conditions for participation in any activities on the Property and use of the Equipment.
5. **Waiver of Liability and Release of Claims.** I, for myself, any minor Participants named above, and our respective heirs, assigns, representatives, and next of kin, agree to waive all liability against, and release, acquit and forever discharge JNS, and its respective members, agents, managers, employees, officers, and all others acting in their behalf from any and all claims, demands, causes of action, losses, compensation and consequential damages on account of, or in any way growing out of, inherent risks associated with my participation in activities involving the Equipment or being on the Property where others are engaged in such activities, whether such are known or unknown, anticipated or unanticipated, or due to any negligence on the part of those persons and entities hereby released.

6. **Indemnification and Hold Harmless.** I, for myself, any minor Participants named above, additionally agree to indemnify and hold harmless JNS and the independent owner of the Property, and their respective members, agents, managers, employees, officers, and all others acting in their behalf, from and against all claims for losses and damages sustained or suffered by any persons who are not parties to this Agreement that I, or the minors named above, may cause, directly or indirectly, while this Agreement is in effect. The indemnification shall also include reimbursement of all attorney fees and costs incurred by those parties hereby indemnified.

7. **Acknowledgment of Competence.** I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

8. **Permission to Retain Agreement.** I expressly authorize JNS to keep a copy of this Agreement on file and active, for myself and any minor Participants listed above, for a period of twelve (12) months from the date of acceptance.

9. **Governing Law/Binding Effect/Fees.** I, for myself, any minor Participants named above, agree that Ohio law governs this Agreement and that this Agreement will be enforced to the greatest extent permitted by Ohio law. If any clause should conflict with Ohio law, only that clause will be null and void but the remainder will stay in full force and effect. Should I or any of the minor Participants named above file a lawsuit in breach of this Agreement, I agree to pay the attorney fees and cost incurred by JNS and other persons and entities, described above, who are directly or indirectly associated with JNS.

10. I understand that entry, by myself and the participant(s) named, constitutes consent for Jump n Shout to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

I HAVE READ THIS ENTIRE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND AGREE THAT I FULLY UNDERSTAND IT AND AM VOLUNTARILY SIGNING IT WITH THE INTENT OF BEING LEGALLY BOUND THEREBY.

Date: _____ Contracting Party: _____

Printed Name: _____

Date: _____ Contracting Party: _____

Printed Name: _____