

JOLLY JUMP Customer Release of Liability and Assumption of Risk

In consideration of being permitted by JOLLY JUMP to participate in its activities and to use its equipment, I hereby agree to release, indemnify and discharge JOLLY JUMP, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in JOLLY JUMP inflatable structure activities entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Inflatable structure activities entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Inflatable structure activities exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from inflatable structure locations raises the possibility of any manner of transportation accidents. Additional risks include, but are not limited to falling, slipping, crashing and colliding and could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guests and invitees. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, JOLLY JUMP employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that JOLLY JUMP employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of JOLLY JUMP equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.

4. Should JOLLY JUMP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself Or Jolly Jump Equipment which includes but is not limited to jump houses, inflatable obstacle courses, inflatable slides, inflatable boxing rings, inflatable boxing rings, rock climbing walls, sumo suits, generators, bungee runs, jump house art panels, jump house blowers/motors, and any other equipment that Jolly Jump carries. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

6. In the event that I file a lawsuit against JOLLY JUMP, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at JOLLY JUMP, grant JOLLY JUMP, its parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with JOLLY JUMP to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that

the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to JOLLY JUMP.

8. I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.

9. I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless JOLLY JUMP from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity. By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against JOLLY JUMP or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name of Participant _____

Birth Date _____/_____/_____

(Month) (Day) (Year)

Address _____ City _____

State _____ Zip _____

Email _____ Phone _____

Emergency Contact _____ Phone _____

_____ Relation _____

If The Participant Is A Minor

Print Name of Parent or Legal Guardian of Minor

Address _____ City _____

State _____ Zip _____

Email _____ Phone _____

Signature _____

Today's Date _____/_____/_____

(Participant or Parent/Legal Guardian if under age of 18) (Month) (Day) (Year)