

UP-N-JACKS, Inc.
(PLEASE READ CAREFULLY BEFORE SIGNING)

Participant's Name: _____ Date of Birth: _____ / _____ / _____

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Participant's Name: _____ Date of Birth: _____ / _____ / _____

Parent/Guardian: _____ Contact Number (_____) _____ - _____

Welcome to Up-n-Jacks, your INDOOR Inflatable Party Zone, where we strive to provide a safe, clean, and fun atmosphere. In consideration of my child(ren) (the Participant's named above) and myself having the opportunity to participate in all of the inflatable fun located inside, I acknowledge and agree on behalf of myself and my child(ren) identified above that:

1. The risk of serious injury from participating in Up-n-Jacks' activities, although minimal, does exist and includes the potential for permanent paralysis and/or death; and
2. I and my child(ren) are physically fit to participate in all activities at Up-n-Jacks and I agree to attend to and monitor the activities of my child(ren) such that all activities are appropriate for my child(ren); and
3. I, for myself and my child(ren), knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Up-n-Jacks, or others, and assume full responsibility for my and my child(ren)'s participation at Up-n-Jacks; and
4. I, for myself and my child(ren), willingly agree to comply with the stated terms and conditions for participation and to obey the directions and requests of Up-n-Jacks staff, subject to immediate removal for failure to do so. If I observe any hazards during my presence or participation, I will remove myself and my child from the participation and bring said hazard to the immediate attention of the nearest Up-n-Jacks employee or official immediately; and
5. This release and waiver extends to all acts of negligence by the Up-n-Jacks Family and is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I, for myself and my child(ren), consent to the publication of personal pictures, which may be taken by Up-N-Jacks personnel. Publication may include, but is not limited to , marketing materials and websites.
7. **I, FOR MYSELF, MY CHILD AND ON BEHALF OF MY HEIRS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS UP-N-JACKS, INC., AND ITS OFFICERS, AGENT, AND EMPLOYEES (COLLECTIVELY THE "UP-N-JACKS FAMILY") FROM ANY AND ALL LIABILITIES INCIDENT TO MY OR MY MINOR CHILD(REN)'S INVOLVEMENT OR PARTICIPATION IN UP-N-JACKS ACTIVITIES, INCLUDING CLAIMS FOR PERSONAL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PROPERTY, AND COSTS (INCLUDING REASONABLE ATTORNEYS FEES) EVEN IF SUCH ACTION ARISES FROM THE NEGLIGENCE OF THE UP-N-JACKS FAMILY TO THE FULLEST EXTENT PERMITTED BY LAW.**

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND MY CHILD(REN) BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

X _____ Date: _____ X _____ Date: _____
Parent/Guardian/Participant (Over 18) Signature Parent/Guardian/Participant (over 18) Signature