

BACKYARD INFLATABLES, INC.

Waiver of Liability/Release/Indemnification of all Claims

Notice: THIS IS A LEGALLY BINDING AGREEMENT: By signing this agreement, you give up your right to bring court action to recover compensation or obtain any other remedy for any injury to you or to your property however caused arising out of your use of Backyard Inflatables, Inc. services and facilities, now or any time in the future.

I ACKNOWLEDGE AND AGREE that the use of and participation at the Backyard Inflatables facility has inherent risks. I have full knowledge of the nature and extent of all risks associated with the inflatable jumping apparatus at the Backyard Inflatables facility, including but not limited to: all manner of injury resulting from contact entering, exiting, and in any of the apparatus (whether permanently or temporarily in place), hitting the floor and other injuries such as, but not limited to, abrasions resulting from skin contacting, the floor and other participants. I further acknowledge that the above list is not inclusive of all possible risks associated with use of the facility and that the above list in no way limits the extent or reach of this release. In consideration of my participation at the Backyard Inflatables facility, I, the undersigned user (parent/guardian/custodian of user), agree to:

1. Report any and all injuries immediately to Backyard Inflatables staff.
2. RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS, ON BEHALF OF MYSELF, MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS AND HEREBY DO RELEASES, INDEMNIFY, AND HOLD HARMLESS BACKYARD INFLATABLES, INC., ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CAUSE OF ACTION, CLAIMS, OR DEMANDS OF ANY NATURE WHATSOEVER. INCLUDING BUT NOT LIMITED TO, A CLAIM OF NEGLIGENCE, WHICH I, MY CHILD OR MINOR SUBJECT TO MY CARE/CUSTODY, HEIRS REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY NOW HAVE, OR HAVE IN THE FUTURE AGAINST BACKYARD INFLATABLES, ON ACCOUNT OF PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR ACCIDENT OF ANY KIND, ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY USE OF BACKYARD INFLATABLES SERVICES, FACILITY OR PREMISES, WHETHER THAT USE IS SUPERVISED OR UNSUPERVISED, HOWEVER THE INJURY OR DAMAGE IS CAUSED, INCLUDING, BUT NOT LIMITED TO THE ACTIVE OR PASSIVE NEGLIGENCE OF BACKYARD INFLATABLES, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS AGENTS, AND EMPLOYEES.
3. Arbitration pursuant to the Maryland Uniform Arbitration Act of any claim arising out or in any way connected with the use of the Backyard Inflatables services, facility, or premises.
4. Application of Maryland law without regard to Maryland's conflict of law provisions.

I hereby certify that I and/or my child or minor subject to my care/custody are in good health and that I and/or my child or minor subject to my care/custody have no physical limitations which would preclude safe participation in the Backyard Inflatables program. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having read it.

I give permission for photographs taken at Backyard Inflatables to be used for publicity purposes

Participant's Name _____ Date of Birth _____

Participant's Name _____ Date of Birth _____

Parent/Guardian/Custodian Printed Name _____

Parent/Guardian/Custodian Signature _____ Date _____