

Liability Waiver and Hold Harmless Agreement

Read this document completely before signing. Its effect is to release the Happy Hoppers Blue Springs and its representatives from any liability resulting from your participation or your minor child's participation in Activities (defined below) and to waive all claims for damages or losses against Happy Hoppers Blue Springs and its representatives that may arise from such participation.

I, _____, residing at _____, hereby forever waive, release, and discharge HAPPY HOPPERS BLUE SPRINGS and its individual directors, officers, agents, employees, volunteers, representatives, officials, and any other persons or entities acting on its behalf, and their successors and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, expenses (including attorney fees), damages, judgments, liabilities, and causes of action whatsoever, known or unknown (together, "Claims") arising from the fault or negligence of the Released Parties, including without limitation Claims for or related to my or my child's death, disability, personal injury, property damage, property theft, or actions or injury of any kind which may occur to me or my child(ren) arising out of any activities or use of an inflatable jumper on the date of _____at_____ (the "Activities"). I agree that I will be solely responsible for any costs arising out of any bodily injury or property damage sustained through my or my child(ren)'s participation in the Activities. The releases and waivers provided under this paragraph do not apply in cases of the Released Parties' gross negligence or willful misconduct.

I hereby agree to indemnify and hold harmless the Released Parties from, for, and against any and all claims, suits, actions, losses, liabilities, awards, damages, expenses, and costs of every kind and description, including but not limited to experts' and attorneys' fees, arising out of or related to the Activities, including but not limited to death, property damage, personal injury, or violation of law or regulation. No indemnification provided under this paragraph, however, will be required to indemnify the Released Parties to the extent of liability for death or bodily injury to persons or damage to property to the extent caused by the Released Parties' own negligence.

I acknowledge that this Release will be governed by and construed in accordance with the laws of the state of Missouri without regard to conflict-of-law principles, and that if any of its provisions are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit enforcement of the Release as a whole.

I have read this agreement carefully and know and understand its terms. I agree to supervise the conduct of the event to the best of my abilities and, specifically, to supervise compliance of the event participants with any regulations applicable to the use of Happy Hoppers Blue Springs Property.

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Signature. Date. Print Name