



ACTIVITY WAIVER Read carefully before signing

Activity: _____

Date: _____

Renter: _____

Location: _____

Address of Renter: _____

COMPANY: AirBall

ASSUMPTION OF RISK, RELEASE, WAIVER
AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE COMPANY FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Renter being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Renter hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Renter, and any and all other participants, or any property of the Renter, while engaged in the Activity at the Location.

In consideration of being permitted to enter upon the Location and/or engage in the Activity, Renter, being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company, and all who or which succeed to Company interest, and its officers, directors, members, managers, shareholders, agents, employees, independent contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as RELEASEES, for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Renter or resulting in the death of Renter whether caused by negligence, or gross negligence of RELEASEES or for any reason whatsoever including, but not limited to, Renter engaging in the Activity at the Location.

Renter assumes full responsibility for themselves and all other participants, and risk of, bodily injury, death or property damage due to the negligence or gross negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Renter assumes full responsibility for any damages to any of Company's property, including, but not limited to, the bubble balls, the pumps, the nets, the soccer balls, etc. Renter agrees to pay in full for any damages to any of the aforementioned items and any items not mentioned that are damaged.

Renter agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Renter HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorneys fees, costs of litigation, or any other costs they may incur due to Renter's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorneys fees associated with any claim or suit related to Renter's and any participants participation in the Activity at the Location.

RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital.

Renter further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE WILL.

Driver's License Number: _____

Renter's Contact Phone #: _____

E-mail address: _____

Signature of Renter:
