



11965 SW 56<sup>th</sup> Street, Cooper City, Fl, 33330  
Cell: 321-3108203 7542656044; Email: [amazingjumpersllc@gmail.com](mailto:amazingjumpersllc@gmail.com)

## A-MAZING JUMPERS Waiver

### A-MAZING Jumpers Customer Waiver, Release of Liability, Indemnity, and Assumption of Risk Agreement

**WARNING: READ CAREFULLY. THIS PARTICIPANT AGREEMENT, WAIVER AND RELEASE FORM INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS. DO NOT EXECUTE THIS AGREEMENT UNLESS YOU HAVE CAREFULLY READ IT IN ITS ENTIRETY AND UNDERSTAND THE CONTENTS HEREIN. INHERENTLY RISKY RECREATIONAL ACTIVITIES MAY RESULT IN SERIOUS INJURY UP TO AND INCLUDING DEATH – JUMP AND UTILIZE THE BOUNCE HOUSE/SLIDE-WATERSLIDE AT YOUR OWN RISK. THIS PARTICIPANT AGREEMENT, WAIVER, AND RELEASE FORM** (hereinafter“ Agreement” is made and entered into as of the date of execution of this Agreement by and between A-MAZING Jumpers LLC, of 12401 Orange Drive, Davie,, Fl, 33330 (hereinafter “A-MAZING Jumpers”) and the participant, who is executing this Agreement personally, and on behalf of himself or herself and any and all minor children specified herein below (collectively “the Participants”).

**THE PARTIES ACKNOWLEDGE AND AGREE THAT:** A-MAZING Jumpers operates a recreational bounce houses located at 12401 Orange Drive, Davie,, Fl, 33330 (hereinafter “Bounce houses”); participation in activities provided at the **Bounce Houses entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to persons and property; such risks cannot be eliminated without jeopardizing the essential qualities of the activity; A-MAZING Jumpers provides access to and allows for use of the Bounce houses to paying customers only and not as a service to the general public; the Bounce Houses offers different attractions and activities and the Participants hereunder desire to participate in all such attractions and activities; the Participants hereunder acknowledge that their consent is purely voluntary while utilizing the attractions and engaging in activities at the Bounce Houses, not essential or necessary.**



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## **THE PARTIES EXPRESSLY AGREE TO THE FOLLOWING.**

**1. VOLUNTARY PARTICIPATION.** The Participants hereunder expressly acknowledge that their consent hereunder and while utilizing the attractions and engaging in activities at the Bounce Houses are purely voluntary and not the product of any duress, coercion, or undue influence of any type, kind, or nature. The Participants understand and agree that use of the Bounce Houses is not essential or necessary, but instead is intended solely for recreational enjoyment.

**2. ASSUMPTION OF RISK.** The Participants hereunder represent that they know and fully understand that utilization of the attractions and participation in activities at the Bounce Houses involve inherent risks and dangers, both expected and unexpected, that may result in serious bodily injury of various type, kind, and nature, up to and including paralysis and death, as well as property damage. These risks include, without limitation, exposure of the Participants to the risk of cuts and bruises, sprained or broken

bones, torn ligaments and cartilage, concussions, and dislocations. Traveling to and from the Bounce Houses raises the possibility of any manner of transportation accidents. "Double Bouncing" (more than one person per Bounce House) can create a rebound affect thereby causing serious injury. Flipping, running, and bouncing off the walls are dangerous activities and can cause serious injury, and these activities are undertaken at the Participant's own risk. Similar risks are also inherent in falling off equipment, colliding with fixed objects or other people, and failed attempts at jumps and stunts. The Participants knowingly, voluntarily, and intelligently accept and assume responsibility for each and every risk and danger that could arise out of, or occur during use of the Bounce Houses, including travel to and therefrom.

The Participants expressly accept and assume responsibility for these risks and dangers whether they are known or unknown, or whether they are caused in whole or in part by the negligence,



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strict liability, or other acts or omissions of A-MAZING Jumpers or any of its affiliated organizations, officers, employees, directors, board members, volunteers, contractors, or agents.

**3. RELEASE.** The Participants acknowledge as good and valuable consideration the right to utilize the attractions and participate in activities at the Bounce Houses. In consideration for the Participants receipt of such good and valuable consideration, they fully and forever release and discharge A-MAZING Jumpers, its heirs, personal representatives, successors, assigns, officers, shareholders, members, agents,

partners, employees, and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or claims, whether asserted or un-asserted, known or unknown, foreseen or unforeseen in any way related to or arising out of utilization of the attractions and participation in activities at the Bounce Houses, including travel to and therefrom, to the greatest extent allowed by law.

**4. FUTURE DAMAGES.** Inasmuch as the injuries, damages, and losses that may result from the Participants utilization of the attractions and participation in activities at the Bounce Houses, including travel to and therefrom, may not be fully known and may be more numerous or more serious than it is now understood or expected, the Participants agree, as further consideration of this Agreement, that this Agreement applies to any and all injuries, damages, and losses that may result although now unanticipated, unexpected, and unknown, as well as any and all injuries, damages, and losses which may immediately develop and become known or anticipated.

**5. INDEMNIFICATION.** The Participants expressly agree to indemnify, defend, save, and hold harmless A-MAZING Jumpers from any and all claims, demands, judgments, actions, and causes of action, including attorney fees and costs, of any and every type, kind, and nature including, without limitation, claims of negligence, strict liability, or liability for any other act or omission, as a result of the Participants voluntary utilization of the attractions and participation in activities at the Bounce Houses, including travel to and therefrom, and from all actions incidental thereto.

**6. FITNESS TO PARTICIPATE.** The Participants hereby expressly represent that they are in good health and proper physical condition to utilize the attractions and participate in all activities



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at the Bounce Houses. The Participants further represent: a) they have no physical, mental, or cognitive disabilities, ailments, or impairments that may affect their ability to utilize the attractions or participate in any activities at the

Bounce Houses; b) they are not under the influence of alcohol, illicit drugs, medications, or other moodaltering substances that may affect their ability to utilize the attractions or participate in any activities at the Bounce Houses; and c) they assume sole and full responsibility for determining the sufficiency of their health, fitness, and ability to utilize the attractions or participate in any activities at the Bounce Houses.

**7. ACKNOWLEDGEMENT OF RULES.** The Participants represent that they each read, understand, and expressly agree to follow all rules of the Bounce Houses.

**8. PANDEMIC.** COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. A-MAZING Jumpers has put in place preventative measures to reduce the spread of COVID-19; however, A-MAZING Jumpers cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending A-MAZING Jumpers could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending A-MAZING Jumpers and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Bounce Houses may result from the actions, omissions, or negligence of myself and others, including, but not limited to, A-MAZING Jumpers employees and other customers and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may



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experience or incur in connection with my or my child(ren)'s attendance at Bounce Houses. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless A-MAZING Jumpers, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the A-MAZING Jumpers, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after I/We patronize A-MAZING Jumpers.

**8. VIDEO, PHOTO, AND IMAGE RELEASE.** The Participants hereby expressly agree to give A-MAZING Jumpers the exclusive right and permission to use all media captured on the Bounce Houses including, without limitation: security footage, photographs, and videos, for all purposes, including publication in printed and electronic format, media, internet, websites, advertisements, and other promotional uses.

**9. COVENANT NOT TO SUE.** The Participants hereby expressly agree never to institute any action or suit at law or in equity against A-MAZING Jumpers, nor institute, prosecute, or in any way aid in the institution, or prosecution of any claim, demand, action, or cause of action for damages, costs, expenses, or fees or any type, kind, or nature, for or on account of any damage, loss, or injury, either to person or property, or both, whether developed or undeveloped, known or unknown, past, present or future, arising out of the Participants utilization of the attractions and participation in activities at the Bounce Houses, including travel to and therefrom.

**10. DISPUTE RESOLUTION.** Any and all claims arising from or related to Participants utilization of the attractions and participation in activities at the Bounce Houses, including travel to and therefrom, shall be subject to mediation as a condition precedent to binding dispute resolution. A request for mediation shall be made in writing, delivered to the other party to this Agreement. Mediation shall proceed in advance of binding dispute resolution proceedings, which, if necessary, shall be stayed pending mediation.



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The parties shall share the mediator's fee and any related fees equally. The mediation shall be held in the jurisdiction where the Bounce Houses is situated, unless as otherwise mutually agreed upon by the parties to this Agreement. Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction. Any and all claims subject to, but not resolved by mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American

Arbitration Association in accordance with its applicable rules. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on claims arising from or related to Participants utilization of the attractions and participation in activities at the Bounce Houses, including travel to and therefrom, would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on said claims. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having proper jurisdiction. This agreement to arbitrate is duly consented to by the parties to this Agreement and shall be specifically enforced under applicable law in any court having proper jurisdiction. The parties hereby waive their right to seek relief in a court of law or to have claims decided by a jury or a judge, or to maintain other available court action or administrative proceedings.

**11. CHOICE OF LAW.** The laws of the State of Wyoming shall apply to the interpretation of this Agreement.

**12. ATTORNEY FEES AND COSTS.** In the event that any claim, suit, or action is instituted under or in relation to this Agreement, including, without limitation, to enforce any provisions



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herein, the prevailing party shall be entitled to recover all reasonable fees, costs, and expenses from the losing party.

**13. INTERPRETATION AND SEVERABILITY.** The parties hereto agree that this agreement is intended to be interpreted as broadly and inclusively as permitted by law. Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

**I HAVE CAREFULLY READ THIS AGREEMENT AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I FULLY UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS AND DO SO VOLUNTARILY. I AM AWARE THAT THIS IS A BINDING CONTRACT AND AM SIGNING IT WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE, AND ENTIRELY OF MY OWN FREE WILL AND ACCORD. READ AND APPROVED BY A-MAZING JUMPERS LLC.**

**Customer Signature** \_\_\_\_\_

**Date** \_\_\_\_\_