

# THE BIG BOUNCE AMERICA ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY

**ALL PARTICIPANTS MUST READ AND SIGN THIS DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL).**

**Printed name of The Big Bounce America participant:**

I acknowledge that participation in 'THE BIG BOUNCE AMERICA' has physical and mental limits and it carries with it potential for death, serious injury, and property loss. I HEREBY ASSUME THE RISKS OF PARTICIPATING IN THIS 'THE BIG BOUNCE AMERICA' event and release 'THE BIG BOUNCE AMERICA' of any claim for damages as a result of its NEGLIGENCE, ACTION OR INACTION, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, OF 'THE BIG BOUNCE AMERICA,' WHILE PARTICIPATING IN THE EVENT. I certify that I am physically fit and have not been advised otherwise by a qualified health professional. I hereby declare that I will not participate in this 'THE BIG BOUNCE AMERICA' event under the influence of alcohol or illegal drugs, or any prescription drugs that could affect my balance or judgement.

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly and unequivocally acknowledge and state that it is my intent to take these actions: (a) I AGREE to abide by the rules adopted by 'THE BIG BOUNCE AMERICA' (b) I AGREE that prior to participating in an event, I will inspect the structure, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area; (c) I HEREBY WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES FOR DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGES OF ANY KIND, INCLUDING ECONOMIC LOSSES AND LOSS AND/OR STOLEN ITEMS, WHICH ARISE OUT OF OR RELATE TO MY PARTICIPATION IN, OR MY TRAVELING TO AND FROM THE EVENT, THE FOLLOWING PERSONS OR ENTITIES: The Big Bounce America LLC, the venue and venue organization, any sponsors, event directors, employees, event owners, volunteers, all states, cities, counties, or localities in which events or segments of events are held, and the officers, directors, employees, representatives, volunteers, and agents of any of the above even if such claims, losses, or liabilities are caused by the NEGLIGENCE, ACTION OR INACTION OF THE ABOVE STATED PARTIES INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT of the persons/parties I am hereby releasing including 'THE BIG BOUNCE AMERICA' ; (d) I ASSUME THE RISKS OF PARTICIPATING IN THIS EVENT, including but not limited to falls, effects of weather including heat and/or humidity, defective equipment, water hazards, and any hazard that may be posed by spectators or volunteers all such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of myself, or the persons or entities mentioned in paragraph (c) or other persons or entities; (e) I AGREE NOT TO SUE ANY OF THE PERSONS OR ENTITIES MENTIONED ABOVE IN PARAGRAPH (c) for any of the claims, losses, or liabilities that I have waived, released or discharged herein; (f) I INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED IN PARAGRAPH (c) for any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event is being conducted; or (iv) any other harm caused by an occurrence related to this 'THE BIG BOUNCE AMERICA' event; and (g) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in this 'THE BIG BOUNCE AMERICA' event, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness; (h) I UNDERSTAND and accept that my entry fee is non-refundable under any circumstance. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER and I am signing on my own behalf.

Should any provision of this Release be held by a court of competent jurisdiction to be enforceable and/or deemed to be invalid under the law of the State of Florida, the remaining portions of this Release shall remain binding and available for use by THE BIG BOUNCE AMERICA and its counsel in any proceeding.

This Release, for all purposes, shall be construed in accordance with the laws of Florida without regard to conflicts-of-law principles. Any action or proceeding to enforce this Release shall be brought only in any state or federal court located in the state of Florida, county of Broward. The parties hereby willingly and irrevocably submit to the exclusive jurisdiction of the courts located in Broward County and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

I BY EXECUTING THIS DOCUMENT REPRESENT AND WARRANT THAT I AM LEGALLY COMPETENT AND HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT MERE RECITAL. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARATY.

<b>Printed name of person signing this ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY:</b>	
<b>Signature:</b>	
<b>Today's date:</b>	

# THE BIG BOUNCE AMERICA ACKNOWLEDGMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND WAIVER OF CLAIMS AGREEMENT FOR MINOR PARTICIPANT

ALL PARTICIPANTS MUST READ AND SIGN THIS DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL).

Printed name of The Big Bounce America participant:

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BIG BOUNCE AMERICA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BIG BOUNCE AMERICA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BIG BOUNCE AMERICA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of my minor child ("Participant") being allowed to participate in the EVENT and corresponding activities provided by THE BIG BOUNCE AMERICA, the Participant and the Participant's parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law as follows: (a) the Participant and the Participant's parent(s) and/or natural guardian(s) recognize, acknowledge understand and fully accepts that there are inherent risks and dangers associated with participation in THE BIG BOUNCE AMERICA including but not limited to, property damage, mental distress and anxiety, serious bodily injury and/or death. These risks and dangers may be either inherent in the participation in THE BIG BOUNCE AMERICA and/or may be caused by Participant and/or other participants. Further there may be risks not known to the undersigned or reasonably foreseeable at the time of the EVENT. The Participant and the Participant's parent(s) and/or natural guardian(s) understands and has considered the inherent risks and danger involved and voluntarily chooses to assume those inherent risks and dangers; (b) Participant and the Participant's parent(s) and/or natural guardian(s) do hereby knowingly and voluntarily agree to RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS THE BIG BOUNCE AMERICA from any and all claims, loss, legal liability, damage, costs (including legal fees), suits, causes of action for bodily injury, property damage, medical expenses, wrongful death or any other claim that they have or may have had against THE BIG BOUNCE AMERICA, its employees, directors, officers, owners, affiliates, agents, sponsors, event directors, volunteers, event owners, volunteers, states, cities, counties or localities in which events of segments of events are held, arising out of the inherent risks and dangers of participating in THE BIG BOUNCE AMERICA and/or use of THE BIG BOUNCE AMERICA's equipment; (c) Participant and the Participant's parent(s) and/or natural guardian(s) ASSUMES ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT OF THE BIG BOUNCE AMERICA; (d) Participant and the Participant's parent(s) and/or natural guardian(s) AGREE to abide by the rules adopted by THE BIG BOUNCE AMERICA; (e) Participant's parent(s) and/or natural guardian(s) of Participant, hereby agree that Participant is obligated to follow the rules and that they will explain to the Participant the Rules adopted by THE BIG

BOUNCE AMERICA; (f) The Participant's parent(s) and/or natural guardian(s) hereby agree that they will explain to Participant the risk of injury associated with participating in the EVENT and using THE BIG BOUNCE AMERICA's equipment and that the risk of injury can be reduced by following the rules and though the use of common sense and good judgment; (g) The Participant and the Participant's parent(s) and/or natural guardian(s) understand that Participant's participation in the EVENT and use of the equipment is voluntary and further understand that prior to participating in the EVENT they have the opportunity to and shall inspect the structure, facilities, equipment and areas to be used by THE BIG BOUNCE AMERICA and if they believe any part thereof to be unsafe will advise the person supervising the EVENT, activity, facility, or area; (h) I AGREE that prior to participating in an event, I will inspect the structure, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area; (I) The Participant and the Participant's parent(s) and/or natural guardian(s) certify that Participant has no physical or mental condition (including but not limited to heart or hearing conditions, back problems, pregnancy, seizures, paralysis, restrictive use of arms or legs) that precludes him/her from participating in the EVENT or using the equipment and that he/she is not participating against medical advise and is not under the influence of alcohol or drugs; (J) The Participant and the Participant's parent(s) and/or natural guardian(s) understands that while participating in the EVENT, Participant maybe filmed or photographed and hereby, without any limitation, grant THE BIG BOUNCE AMERICA permission to use Participant's name and/or likeness in connection with the EVENT and THE BIG BOUNCE AMERICA for publicity or other use without any right to future compensation or permission; and (K) Participant and the Participant's parent(s) and/or natural guardian(s) understand and accept that Participant's entry fee is non-refundable under any circumstance.

Should any provision of this Release be held by a court of competent jurisdiction to be enforceable and/or deemed to be invalid under the law of the State of Florida, the remaining portions of this Release shall remain binding and available for use by THE BIG BOUNCE AMERICA and its counsel in any proceeding.

This Release, for all purposes, shall be construed in accordance with the laws of Florida without regard to conflicts-of-law principles. Any action or proceeding to enforce this Release shall be brought only in any state or federal court located in the state of Florida, county of Broward. The parties hereby willingly and irrevocably submit to the exclusive jurisdiction of the courts located in Broward County and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

I/WE BY EXECUTING THIS DOCUMENT REPRESENT AND WARRANT THAT I/WE AM/ARE LEGALLY COMPETENT AND THE PARENT(S) AND/OR NATURAL GUARDIAN(S) OF PARTICIPANT AND HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY. I/WE UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT MERE RECITAL. I/WE HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARATY.

<b>Printed name of person signing this ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY:</b>	
<b>Signature:</b>	
<b>Today's date:</b>	
<b>Name of minor if signing on behalf of someone under the age of 18:</b>	