

INFLATABLE RENTAL, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of The Party Store, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify and discharge The Party Store, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows: **The risks include, among other things:** falling off or out of the inflatable in an uncontrollable manner which could result in musculoskeletal injuries including head, neck, back injuries and limbs or the like.

Intl. ____1. I acknowledge that myself and my guests renting an Inflatable ride (bounce houses, sumo suits, dry slide, zorb ball, jousting arena, or like itmes...) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, my guests, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities if the activity.

Intl. ____2. I **expressly agree** and promise to accept and assume all of the risks existing in this activity. Myself and my guests participation in this is purely voluntary, and I elect to participate in renting this inflatable spite of the risks.

Intl. ____3. I **hereby voluntarily release**, forever discharge and agree to indemnify and hold harmless The Party Store, from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of The Party Store's, equipment or facilities, **including and such claims which allege negligent acts or emissions of The Party Store.**

Intl. ____4. Should The Party Store, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement. I agree to indemnify and hold them harmless for all such fees and costs.

Intl. ____5. I **certify** that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs as such injury or damage myself and my guests. I further certify that I am willing to assume the risk of any medical or physical condition I or my guests may have.

Intl. ____6. In the event that I file a lawsuit against The Party Store, I **agree** to do so solely in the state of Montana and I further agree that they substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Intl. ____7. I will not let any intoxicated, pregnant or incapable persons use these products.

Intl. ____8. I will not tamper with the safety straps or stakes when installed by The Party Store, If I install the equipment I will do so according to The Party Store's verbal or written specification.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The Party Store, it's employees and associates, on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

Signature of lessee _____

Print Name _____

Date _____

Photo ID required