

# *It's My Party*

## **Waiver, Release, Hold Harmless, and Indemnification Agreement**

As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at *It's My Party* the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1. I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf.

Participant Name _____	Date of Birth _____
Participant Name _____	Date of Birth _____
Participant Name _____	Date of Birth _____
Participant Name _____	Date of Birth _____

2. I acknowledge and understand that there are risks associated with participation in *It's My Party* activities and the use of the play area and inflatable equipment including but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.

3. I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.

4. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any party and/or program at *It's My Party*.

5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless and indemnify the owner of *It's My Party*, AVT Concepts LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation.

6. I additionally agree to indemnify the owner of *It's My Party*, AVT Concepts LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation.

7. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.

**YOU ARE THE OPERATOR:** I, for myself and my child or Participant(s) named, have read the safety rules, agree to operate any attraction at this facility on the behalf of any attraction participants and enforce all safety rules of *It's My Party* and/or the manufacturer, and agree that the failure of myself, my child or Participant(s) named to follow these rules may result in injury or death.

Parent / Guardian Name (please print): \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact number: (     ) \_\_\_\_\_ or (     ) \_\_\_\_\_

E-mail address: \_\_\_\_\_

By providing your e-mail address you acknowledge we may send you e-mail including Discount offers, special events, and *It's My Party* news.