

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

As Consideration for being allowed to enter the play areas and/or Participate in any party and/or program at David Powell Enterprise, dba; Run Jump n Play, the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledge, appreciate, 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.
  - 2) I acknowledge and understand that there are risks associated with participation in Run Jump n Play activities and the use of the play areas and inflatable equipment including but not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death
  - 3) I, for myself and Participant(s) named, willingly assume the risk associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANT(S) 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/or program at Run Jump n Play.
- Operation/Ride Rules: Arena A. B. Indoor Playground of Playsets, Trampolines and Basketball Hoops and Toddler Zone: Playground and Basketball Hoops: 2 participants per boat swing. 1 participant at a time on the slides, feet first, on their bottoms. Participants 4 and under only in the baby and toddler swings. Trampolines: 2 participants bouncing maximum. No shoes on the mats and socks must be worn at all times. Toddler Zone: Participants under 5 only. Socks must be worn, No shoes in the area. Dome Bouncer: 6 participants bouncing maximum at a time/4 dodge maximum at a time. 150lbs maximum weight limit per participant. Wacky Chaos: 4 participants maximum at a time and 1 participant sliding at a time. 150lbs maximum weight limit per participant. Wacky Dual Slide: 4 participants bouncing maximum at a time. 150lbs maximum weight limit per participant. Slide: 2 participants maximum at a time and only 1 participant sliding at time. 150lbs maximum weight limit per participant. Gone Fishing: 2 participants maximum at a time and only 1 participant sliding at a time. 150lbs maximum weight limit per participant. T-Rex Obstacle: 4 participants maximum at a time and only 1 participant sliding at a time. 150lbs maximum weight limit per participant. Coliseum: 2 to 6 participants maximum at a time. 200lbs maximum weight limit per participant.
- All rides have a minimum height requirement of 36" to play on their own. Under 36" requires an adult Parent/Guardian/Operator to assist at all times. All rides have a maximum weight of 150lbs per participant. On all slides, participants must slide feet first and on their bottoms. No diving, hanging, climbing, flipping, pushing, shoving, wrestling or rough play on any equipment. If there are any problems, notify a staff member immediately. Socks must be worn at all times.
- 5) **YOU ARE THE OPERATOR:** I have read and understand the operation/ride rules, agree to monitor and operate any ride at this facility on the behalf of any ride participant, I agree to enforce all Run Jump n Play safety rules and agree that the failure of myself or any participant to follow these rules may result in injury or death.
  - 6) I, myself, the Participant(s) named, our heirs, assigns, representative, and next of kin agree to hold harmless and indemnify Run Jump n Play, David Powell Enterprise, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any all injuries, liabilities or damages which are in any word connected with participation in this activity, use Run Jump n Play equipment or facilities, arising from Run Jump n Play negligent conduct, the conduct of other participants, or my own negligence. This release does not apply to claims arising from intentional conduct.
  - 7) I additionally agree to indemnify this Run Jump n Play facility, David Powell Enterprise, their predecessors, parents, 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.
  - 8) I am of physical ability to participate, operate rides, and I am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
  - 9) I understand that entry, by myself and the participant(s) named, constitutes consent for Run Jump N Play to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

Participant Name Date of Birth

Participant Name Date of Birth

Participant Name Date of Birth

Participant Name and Date of Birth

Parent/Guardian Print Name

Parent/Guardian Signature Date

Address (Street, City, State and Zip Code)

Emergency Contact Number

Email Address