Pump It Up®

Waiver, Release, Hold Harmless, and Indemnification Agreement
Rev. 15.02

As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at Pump It Up 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 known and unknown risks associated with participation in Pump It Up activities and the use of the play area, inflatable equipment and any and all other Pump It Up equipment, including but not limited to the Pop-In Playtime and Open play, which include but are 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 Pop-In-Playtime and/or any other open play event at Pump It Up. **5:** I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Pump It Up facility, PIU Holdings, LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of Pump It Up. **6:** I additionally agree to indemnify the independent owner of this Pump It Up facility, PIU Holdings, 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, except for those arising from the gross negligence or willful misconduct of Pump It Up. **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. **8:** I understand that entry, by myself and the participant(s) named, constitutes consent for Pump It Up to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. **9:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. **10:** Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the Event location and in accordance with the rules of the American Arbitration Association then in effect.

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 Pump It Up news.