

# Y'Allbee Inflatables, LLC

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Y'Allbee Inflatables, LLC, 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 Y'Allbee Inflatables, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in inflatable devices or any other amusement device activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; colliding with others which could cause strains, sprains, broken bones and head injuries; cuts abrasions, and bruises; heat exhaustion, heat stroke, and cardiac related events or illness; falling off of or being thrown from the inflatable which could result in musculoskeletal injuries including head, neck, and back injuries; equipment failure or operator error; the negligence of other participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore Y'Allbee Inflatables employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Y'Allbee Inflatables 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 Y'Allbee Inflatables's equipment or facilities, **including any such claims which allege negligent acts or omissions of Y'Allbee Inflatables.**
4. Should Y'Allbee Inflatables 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 such fees and costs.
5. In addition to the information set forth in this Agreement, customer acknowledges that there is safety and operating instructions on the equipment delivered and agrees to read those instructions and obey them to allow a safe operation.
6. Customer further acknowledges and agrees that Y'Allbee Inflatables has not agreed to nor have they provided any operators with the rented equipment and the customer is solely responsible for the correct and safe operation of the equipment.
7. I certify that I have adequate insurance including homeowner's insurance, tenant insurance, or other liability insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition to myself, my guests or invitees.
8. In the event that I file a lawsuit against Y'Allbee Inflatables, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect, will not be affected in any way.
9. I acknowledge and certify that I have had sufficient opportunity to read this entire agreement and the attached "Rule", that I have executed this document freely, intelligently and without and duress of any kind and that I agree to be bound by these terms.

**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 rights to maintain a lawsuit against Y'Allbee Inflatables 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 I agree to be bound by its terms.**

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_