



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of me (and/or my child/children, if applicable) participating in bounce house inflatable play centers ("bounce houses") and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Koop's Inc. d/b/a Coral Cove and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (collectively referred to as "Releasees"), on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative, and estate, and also agree as follows:

1. I acknowledge that bounce houses involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are NOT limited to, injury from jumping, falling, or colliding with other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My and or my child/children's participation in this activity is purely voluntary and I elect to participate and allow my child/children to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I or my child/children should not participate due to physical or medical conditions, then such of us will immediately discontinue participation.
3. I voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my and/or my child/children's participation in this activity or use of their equipment or facilities, on any date that the bounce houses are used, arising from negligence. This release does not apply to claims arising from intentional conduct. If Releasees or anyone acting on their behalf are 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.
4. I represent that I have adequate insurance to cover any injury or damage I and/or my child/children may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I and my child/children have no medical or physical condition which could interfere with safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I will do so solely in the State of Illinois, and I further agree that the substantive law of Illinois shall apply.
6. Any attempted alteration or variation of this agreement by me will be void and this agreement will be enforceable on its original terms. However, if any portion of this agreement is found to be void or unenforceable under law, the remaining portions will remain in full force and effect.

By signing this document, I agree that if I and/or my child/children are hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I understand that this activity might not be made available to me and/or my children or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor(s) name(s)) being permitted to participate in bounce houses, whether today or on any future date, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence (including attorney's fees and costs) which are brought by or on behalf of minor(s) or are in any way connected with such participation by minor(s). Any attempted alteration or variation of the agreement and/or this additional agreement by me will be void and this agreement will be enforceable on its original terms.

Parent or Guardian _____ Print Name _____ Date _____