

LIABILITY RELEASE WAIVER

Participant Name:		Date of Birth:		
Address:				
City:		State:	Zip:	
E-Mail Address:				
Home Ph:		Work Ph:	Cell Ph:	

VOLUNTARY WAIVER AND RELEASE

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the undersigned, **or if the undersigned is under the age of 18 years, then the undersigned's parent or legal guardian** (together with any spouse, heir, successor, representative or assign, collectively as "Participant") in favor and for the sole and exclusive benefit of the Released Parties (as defined herein). In connection with Participant's involvement in a summer camp, birthday party, art class, promotional activity or in any other event which may take place at the residence of Jeremie and Amber Gordon located at 14284 FM 2769 Volente TX ("ArtBarn ATX") or which involves the use of inflatables, water slide, bounce house, trampoline, pool, playscape, and swings (collectively as "Equipment") by Participant, including, without limitation, any related activity, or any other event at the ArtBarn ATX (hereinafter referred to as an "Event"), Participant hereby certifies, warrants, represents, agrees and covenants to Jeremie and Amber Gordon and each of their respective affiliates, officers, employees, contractors, agents, successors and assigns, the "Released Parties"), that he/she is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT AND USE OF EQUIPMENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT AND EQUIPMENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT AND USE OF EQUIPMENT;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT AND USE OF EQUIPMENT;
- (3) ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK. PARTICIPANT AGREES THAT PARTICIPANT HAS VOLUNTARILY ELECTED TO PARTICIAPTE IN THE EVENT AND USE OF EQUIPMENT PROVIDED BY ARTBARN ATX, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS, THE EFFECTS OF WEATHER AND THE EQUIPMENT CONDITION OF SURFACES. FURTHERMORE, PARTICIAPNT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND USE OF EQUIPMENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPANT HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, DEATH, BODILY INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE (COLLECTIVELY, THE "LOSSES"), ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT PARTICIPATING IN THE EVENT AND USING THE EQUIPMENT OR AND ALL ACTIVITIES ASSOCIATED THEREWITH, INCLUDING LOSSES CAUSED BY THE NEGLIGENCE, OR ALLEGED NEGLIGENCE, OF THE RELEASED PARTIES.

Participant understands that by signing this Agreement, Participant covenants and agrees that Participant, as well as such Participant's spouse, heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Released Parties, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event, use of Equipment, or any other activity associated therewith. Participant agrees to defend and hold the Released Parties harmless from any loss or damages, including attorneys' fees and costs, sustained by the Released Parties, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained herein.

MEDICAL ATTENTION. Participant agrees that during the Event, the Released Parties are authorized to secure appropriate medical attention for Participant in the event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by Participant's insurance.

GOVERNING LAW: The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice of law. Venue for any dispute arising out of this Agreement shall be in Travis County, Texas. THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

Participant hereby certifies that all information provided on ALL forms is true, accurate and complete in all respects.

Signature or Parent/Guardian Signature if participant is under 18

Date:

Name or Parent/Guardian Name if Participant is under 18