



General Release and Waiver of Liability

NOTICE: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

Participant Information		Emergency Contact	
Name:		Name:	
Street Address:		Relationship:	
City/State/Zip:		Phone:	
Phone:			
Date of Activity:			

This General Release and Waiver of Liability (Release) by Participant and Granite State Foam Frenzy LLC (Company), a New Hampshire limited liability company, as respects recreational Foam Parties, Inflatable Water Slides, and Inflatable Bounce Houses (Activity) held at various locations in New Hampshire. **The Participant understands the inherent dangerousness of the Activity, which involves exposure to hazards created by the terrain, facilities, temperature, acts of God, weather, condition of participants, equipment, slipperiness of the foam, reaction to foam ingredients such as sulfates, limited visibility, and strobing lights, which may result in legal liabilities, bodily injury, or property loss or damage.**

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** Participant expressly acknowledges and agrees that access, use and/or involvement with this Activity may involve potentially dangerous and physical activities that may lead to personal and/or bodily injury, death, temporary or permanent disability, loss of services, loss of consortium, or damage to or loss of property. While the foam ingredients are hypo-allergenic, they do contain sulfates which may cause reactions in some people. Strobe lights may also be used in conjunction with the Activity; people with photo-sensitive epilepsy or sensitivity to moving lights should not engage in this Activity. Participant accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or results from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of the Company or its officers, employees, volunteers, agents, or representatives.

Participant acknowledges that in the course of the Activity, Participant may cause injuries, death, property damage or other harm to themselves or third parties. Participant further acknowledges that in the course of the Activity, other Participants may cause injuries, death, property damage or other harm to Participant. Participant accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during

or results from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of the Company or its officers, employees, volunteers, agents, or representatives.

2. **ELIGIBILITY.** Participant certifies they are physically and mentally fit to responsibly participate in the Activity. Participant acknowledges they must follow the directions and safety rules of the Activity. Participant further certifies that if they are under the age of eighteen years old, a parent or guardian has signed this Waiver on their behalf, and an adult aged eighteen or over will be supervising their participation in the Activity.
3. **DAMAGE LIABILITY.** Participant expressly acknowledges and agrees that the Company may charge Participant a minimum of \$500.00 up to the full replacement cost of the damaged equipment, which may exceed \$7000.00, for any damage Participant causes to the Company's equipment outside the normal scope of the Activity. Such damage may include, but is not limited to: destruction of any equipment that is part of the Activity, causing electronic equipment to be damaged by the foam itself, etc. Charges will be assessed in the Company's sole discretion. Payment shall be received within 15 days of the invoice date for said charges. In the event that payment hereunder is not made within three (3) days of when due, Participant shall pay to Company, in addition to such payment or other charges due hereunder, a "late fee" in the amount of TWENTY-FIVE DOLLARS (\$25.00). Additionally, overdue balances of 30 days or more will incur a charge of 14% annum (1% per 15 days). Company may institute legal action to collect any past due balance.
4. **LEGAL FEES.** Should it become necessary for the Company to enforce any of the conditions or rights hereof, including the collection of damages due under the Damage Liability clause, Participant agrees to pay all expenses so incurred, including reasonable attorneys' fees and court costs.
5. **WAIVER AND RELEASE.** Participant waives, releases, and forever discharges all claims against the Company and its officers, employees, volunteers, agents, and representatives (Released Parties) for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of the Released Parties.
6. **INDEMNIFICATION AND HOLD HARMLESS.** Participant agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits brought against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of any of the Released Parties.
7. **PROHIBITED MATERIALS, INCLUDING OUTSIDE FOOD AND BEVERAGES, SOAP AND OTHER LIQUIDS.** Participant acknowledges outside food and beverages, soap and other liquids besides pure water (Prohibited Materials) may not be brought into or on the Inflatable Water Slides or Inflatable Bounce Houses (Activity Space). Should Participant bring Prohibited Materials into the Activity Space, Participant hereby agrees to pay the full cost of cleaning, repair and/or replacement of the affected equipment according to the terms in Section 3 above.
8. **NON-REFUNDABLE.** Participant acknowledges that they will not be refunded any amount in the event they are asked to leave due to intoxication, unsafe conduct, or violation of Company rules.
9. **LIKENESS RELEASE.** Photos and videos may be taken during the course of the Activity under Company's sole discretion. Participant grants Company permission to use Participant's likeness, whether in still photo, audio or video form, in any and all of Company's print and digital marketing. All such likenesses shall be the property of Company, for which Company retains the exclusive right to edit, alter, copy, exhibit, publish or distribute for any lawful purpose. Participant waives any right to payment for use of said likeness, as well as any future right to royalties or other compensation arising out of the use of said likeness.

10. DURATION. This Release shall cover all of Participant's activities at Company's event location for the date of this Activity only. Participant shall sign a new Waiver before participating in the Activity again at another event location.
11. GOVERNING LAW. This Release shall be governed, construed, and interpreted by, through, and under the Laws of the State of New Hampshire in an as broad and inclusive manner as permitted by law.
12. SEVERABILITY. If any provision of this Release, or the application thereof, shall, for any reason and to any extent, be invalid or unenforceable, the remaining provisions shall not otherwise be affected and shall continue to be fully enforceable.
13. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
14. MODIFICATION. Attachments to this Release are a part of this Release. No oral provisions have been made. This Release with its attachments is the entire agreement between Participant and Company. The parties hereby agree that this document contains the entire agreements between them and this Release shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

Participant has carefully read and understood and agrees to all the terms and conditions contained in this General Release and Waiver of Liability.

Participant Signature (or Guardian)

Date