



Example 1: Hold Harmless and Indemnification Agreement

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of the foregoing lease, Lessee acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. Lessor makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

Lessee hereby releases, waives, and discharges lessor, including its agents, servants, employees, officers, directors, and shareholders from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge lessor from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all rights to sue (Insert Name of Lessor / Rental Company) for any injury a child or adult may suffer due to negligence or any other cause.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by lessor to representations set forth herein.

I (We) have read and understand the foregoing.

Lessee: _____ Date: _____

This form is provided as a sample only. You should consult your attorney for legal advice specific to your business.



Example 2: Release and Waiver of Liability

Please read carefully! This is a legal document which affects your legal rights!

This Release and Waiver of Liability (The "Release") executed on this _____ day of _____, 20__ by (The "Renter") in favor of Insured Name, LLC, a Tennessee limited liability company, its affiliates members, managers and employees(collectively "Insured Name").The Renter desires to rent from Insured Name certain inflatable equipment to be used by Renter, his/her guests, invites or other persons while in Renters possession. Renter understands that use of this inflatable equipment in an inherently dangerous activity which may, by its nature, cause injury or harm to Renter, his/her guests, invites, or other persons.

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

- 1. Waiver and Release:** Renter does hereby release and forever discharge and hold harmless Insured Name and its successors and assigns from any an all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Renters possession and use of Insured Name's equipment. Renter understands and acknowledges that this Release discharges Insured Name, from any liability or claim that the Renter may have against. Insured Name with respect to any bodily injury, personal injury, illness, death or property damage that may result from Renters use and possession of Insured Name's equipment.
- 2. Assumption of the Risk** Renter recognizes and understands that use of Insured Name equipment may involve inherently dangerous activities. Renter understands and acknowledges that this Release discharges Insured Name from injury, illness, death, or property damage resulting from the possession and use of Insured Name's equipment.
- 3. Insurance** The Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of Renter.
- 4. Indemnification** Renter agrees that he/she will indemnify and hold Insured Name harmless from any liability resulting from the use of Insured Name's equipment by Renter, his / hers assigns, heirs, guests, invites or other persons using the equipment while in Renter's possession.
- 5. Other** Renter expressly agrees that this Release is intended to be as broad and inclusive as permitted by laws of the State of Tennessee and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Renter agrees that in the event that any clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In witness whereof, Renter has executed this Release as of the day and year first above written.

Witness:

Renter:

(Signature)

(Printed name)

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Example 3: Liability Waiver for Adults and Children In Indoor Facility

Child's Name: _____
Party Date/Time _____
Party Type: _____

Understanding that all reasonable precautions have been taken to assure that (company name) is as safe as possible, I acknowledge that the inflatable and activities at (company name) have inherent risks and may result in injury. I, for myself, my guests, invitees, minors in my company, or under my care or authority, sign this Waiver and Assumption of risk in consideration of the opportunity to use the facility, or to participate in any parties or activities at or by (company name).

I, for myself, my guests, invitees, minors in my company, or under my care or authority knowingly accept and assume all risk both known and unknown, agree to release, defend, indemnify, and hold harmless (company name) its principles, officers, owners, agents, and employees harmless from any and all claims, injuries, damages related to my negligence, and those acts, errors, and omissions of minors in my company, or under my authority or in the company of my guests.

I, for myself, my guests, invitees, minors in my company, or under my care or authority agree to follow the safety rules of (company name) and acknowledge failure to do so may result in expulsion from (company name).

I, for myself, my guests, invitees, minors in my company, or under my care or authority agree that all participants must wear socks at all times.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS.

Adult Signature

Date

Print Name

This form is provided as a sample only. You should consult your attorney for legal advice specific to your business.



Example 4: Waiver of Liability

I am the parent or guardian of _____
("Child"). I give my permission for Child to participate in the Amusement rides and games ("Games") owned and operated by (*Place company name here*), a (*state where company is registered*) limited Liability Company ("Company"). As a Condition to child's participation in the "Games" and by signing this form, I acknowledge and agree as follows: I acknowledge and understand that the operator(s) have advised me of the proper use and possible hazards of the "Games". The Child and I are solely responsible for deciding whether or not to participate or to rely upon any instructions, advice, or information received regarding the "Games". I acknowledge that it is not "Company's" purpose to teach safety before, during or after participation in the "Games". I acknowledge that I am solely responsible for the decision to allow the Child to participate in the "Games". I am of legal age and mental competence to knowingly give this acknowledgement and release which shall legally bind me and the Child and our personal representatives, executors, heirs, and assigns.

I HERBEY RELEASE, WAIVE, AND GIVE UP ANY AND ALL CLAIMS, KNOWN AND UNKNOWN, THAT THE CHILD OR I MAY NOW OR LATER HAVE AGAINST "Company", ITS MEMBER(S), OFFICER(S), INSTRUCTOR(S), OPERATOR(S) AGENTS, OR REPRESENTATIVES RELATED TO ANY ACT, OMISSION, STATEMENT, OR OCCURRENCE DURING OR RELATED TO THE "GAMES". CLAIMS FOREVER RELEASED BY ME AND THE CHILD INCLUDE, WITHOUT LIMITATION, LIABILITY FOR DIRECT, INDIRECT, VICARIOUS, CONSEQUENTIAL, AND INCIDENTAL, PERSONAL INJURY, DEATH, ECONOMIC LOSS AND OTHER DAMAGE OR EVERY KIND WHEREVER OR HOWEVER IT MAY OCCUR.

Date

Signature of parent or guardian

Print Name

Street Address

City, State ,Zip

Phone

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