****magicvalleyparties@gmail.com
208-358-0060 & 208-358-0114

**Release of Liability Waiver**

This Release of Liability Waiver shall operate in conjunction with the Rental Agreement Terms & Conditions. In consideration for the services and activities, including but not limited to, inflatable bounce and water activities, and all other party and amusement activities (hereafter collectively referred to as “activities”) offered by Magic Valley Parties & Inflatables, LLC (hereafter “MVPI”), its agents, owners, officers, volunteers, employees, contractors, and all other persons or entities acting in any capacity on its behalf, I agree on behalf of myself, my children, my parents, my heirs, personal representatives, estate, and all others who will use any materials provided by MVPI for the duration of our rental agreement, as follows (initial each line):

 \_\_\_\_\_\_\_\_\_\_ **(1)** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or written directions given by MVPI or its representatives.

\_\_\_\_\_\_\_\_\_\_ **(2)** I voluntarily release, forever discharge, and agree to indemnify and hold harmless MVPI from any and all claims, demands, or causes of actions which arise in any way from the activities, including any such claims, demands, or causes of action alleging negligent acts or omissions by MVPI to the fullest extent of the law. In the case that I decide it is within my right to follow suit with MVPI and I lose my suit, I agree that I am responsible for all costs incurred to MVPI.

\_\_\_\_\_\_\_\_\_\_ **(3)** I recognize that there are certain inherent risks, both known and unknown, that **MAY RESULT IN PERMANENT PHYSICAL AND/OR EMOTIONAL INJURY, DISABILITY, DEATH, PARALYSIS,** or damage to me, my property, or third parties from the activities. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. **It is common for participants to be injured while using the equipment: sprains and broken bones are common in these activities and participants can suffer other, more serious injuries.** Bouncing, flipping, running, and other actions are dangerous and can cause serious injury. All activities are done at the participant’s own risk. If I, my family members, guests, or any other person using the equipment during my rental period are injured and require medical assistance, I will seek that at my own expense.

\_\_\_\_\_\_\_\_\_\_ **(4)** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. My participation in the activities is purely voluntary, and I elect to participate in all activities despite the risks. MVPI seeks safety, but its representatives are not infallible and may be unaware of a participant’s fitness or abilities. MVPI may give incomplete warnings or instructions, or the equipment being used might malfunction. MVPI may be negligent in, among other things, monitoring and supervising use of its equipment and in the maintenance and repair of its equipment.

\_\_\_\_\_\_\_\_\_\_ **(5)** I attest that all participants who engage in activities during my rental period are physically, mentally, and emotionally fit to participate in such activities.

 \_\_\_\_\_\_\_\_\_\_ **(6)** This agreement shall be construed and interpreted in accordance with the laws of the State of Idaho; Twin Falls County is the proper venue, regardless of the choice of law rules of another state. Should MVPI be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold MVPI harmless for all such fees and costs. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this waiver, I, my family, and everyone participating in activities during my rental period agree to follow all safety standards and rules. I acknowledge that if I, my family, or anyone participating in activities is hurt or hurts someone else, and/or property is damaged during my participation in the activities, then I have waived my, my family’s, and anyone participating in the activities’ rights to maintain a lawsuit against MVPI for liability or contribution. I/we, have read this agreement, explained it in detail to all mentioned participants, and agree to be bound by its terms.**

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 Responsible Party Name (Print) Responsible Party Signature Date