

NORTH TEXAS MOBILE PLAY RENTALS

PARTICIPANT RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT, AND PARENTAL CONSENT

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

By signing this Agreement, the undersigned participant and/or parent or legal guardian acknowledges and agrees as follows:

1. PARTIES

This Agreement is entered into between North Texas Mobile Play Rentals LLC, its owners, members, managers, officers, employees, agents, contractors, volunteers, insurers, successors, and assigns (collectively referred to as "Company"), and the participant identified below. If the participant is under the age of eighteen (18), this Agreement must be signed by the participant's parent or legal guardian.

2. ACKNOWLEDGMENT OF INHERENT RISKS

I understand and acknowledge that participation in activities involving playground equipment, climbing structures, tunnels, slides, ball pits, soft-play structures, mobile playgrounds, recreational equipment, inflatables, party rental equipment, and related activities involves inherent risks.

Such risks may include but are not limited to:

Falls

Slips and trips

Collisions with participants or equipment

Cuts, scrapes, bruises, abrasions, and lacerations

Broken bones

Head injuries

Neck injuries

Back injuries

Sprains and strains

Concussions

Equipment failure

Weather-related hazards

Negligence of participants

Negligence of other guests

Serious bodily injury

Permanent disability

Death

I acknowledge that these risks cannot be completely eliminated regardless of the care taken by the Company.

3. ASSUMPTION OF RISK

I knowingly, voluntarily, and freely assume all risks associated with participation in activities involving the Company's equipment and services.

I accept full responsibility for any injury, illness, death, property damage, or loss resulting from participation in such activities.

4. RELEASE OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE NORTH TEXAS MOBILE PLAY RENTALS LLC AND ITS OWNERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, INSURERS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, CAUSES OF ACTION, LIABILITIES, COSTS, OR EXPENSES ARISING OUT OF OR RELATED TO:

PERSONAL INJURY

PROPERTY DAMAGE

ILLNESS

DISABILITY

DEATH

PARTICIPATION IN ANY ACTIVITY INVOLVING COMPANY EQUIPMENT

WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, EXCEPT TO THE EXTENT PROHIBITED BY TEXAS LAW.

5. INDEMNIFICATION AGREEMENT

I agree to indemnify, defend, and hold harmless the Company from any and all claims, demands, lawsuits, damages, losses, liabilities, costs, attorney's fees, or expenses arising out of:

My participation;

The participation of any minor under my supervision;

My negligence;

The negligence of any minor under my supervision;

Violation of safety rules;

Damage caused by me or any minor under my supervision.

6. PARENTAL CONSENT FOR MINORS

As the parent or legal guardian of the minor participant, I:

Authorize the minor to participate;

Accept all risks on behalf of the minor;

Agree to supervise the minor or ensure adequate supervision is provided;

Agree to comply with all safety instructions;

Accept responsibility for the minor's conduct and behavior.

7. MEDICAL AUTHORIZATION

In the event of an emergency, I authorize the Company to obtain emergency medical treatment deemed reasonably necessary.

I understand that the Company has no obligation to provide medical care and assumes no responsibility for medical expenses incurred.

I agree to be solely responsible for all medical costs and expenses.

8. PARTICIPANT HEALTH WARRANTY

I certify that the participant:

Is physically capable of participating;

Has no known condition that would create an unreasonable risk of injury;

Will not participate if ill, injured, or under the influence of drugs or alcohol.

9. SAFETY RULES

I agree to follow all posted and verbal safety instructions, including but not limited to:

Adult supervision is required at all times.

No roughhousing, pushing, wrestling, or horseplay.

No climbing on exterior netting.

No food, drinks, gum, candy, or sharp objects inside equipment.

No shoes inside designated play areas.

Participants must follow age and size restrictions.

Maximum occupancy limits must be followed at all times.

The Company reserves the right to remove any participant violating safety rules.

10. PROPERTY DAMAGE

I agree to be financially responsible for any damage caused by intentional misconduct, negligence, abuse, vandalism, misuse, or violation of safety rules by myself or any minor under my supervision.

11. PHOTOGRAPHY AND MEDIA RELEASE

I grant the Company permission to photograph, videotape, and record participants during events.

I authorize the Company to use such images for marketing, advertising, social media, website content, promotional materials, and business purposes without compensation.

I understand this authorization may be revoked in writing prior to the event.

12. WEATHER ACKNOWLEDGMENT

I understand that weather conditions may affect operation of the equipment.

The Company reserves the right to suspend operations for safety reasons including but not limited to:

High winds

Lightning

Heavy rain

Severe weather

Unsafe ground conditions

The Company's decision regarding safe operation shall be final.

13. INSPECTION ACKNOWLEDGMENT

I acknowledge that I have had the opportunity to inspect the equipment and premises prior to participation.

I agree to immediately notify Company personnel of any observed unsafe condition.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. VENUE

Any dispute arising from this Agreement shall be brought exclusively in a court of competent jurisdiction located in Collin County, Texas.

16. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes any prior verbal or written agreements concerning the subject matter herein.

18. ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS AGREEMENT.

I UNDERSTAND ITS CONTENTS.

I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

I SIGN THIS AGREEMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Participant Name: _____

Participant Date of Birth: _____

Parent/Guardian Name (if participant is under 18): _____

Address: _____

Phone Number: _____

Email Address: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Participant Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____