

**IRVINE PARK RAILROAD, INC. BOUNCE HOUSE CONTRACT AND WAIVER AND  
RELEASE FROM LIABILITY**

**WARNING:**

**USE OF A BOUNCE HOUSE MAY PRODUCE INJURY AND/OR DEATH**

I, \_\_\_\_\_ (“I”) have voluntarily elected to permit my child(ren) to play in bounce house(s), and I fully understand that this activity involves jumping on air-filled entertainment toy(s) and that there are inherent health and safety risks associated with this type of activity. These risks, include, but are not limited to, children colliding with each other, falling or otherwise hurting themselves. I, therefore, on behalf of myself and my children, assume all risk of injury and/or death associated with this activity, and I will not hold liable Irvine Park Railroad, Inc., the County of Orange, the event organizers, sponsors, or anyone affiliated with them for any injury incurred in connection with participation in this activity.

I hereby confirm that my child(ren) is/are in good physical condition and do not suffer from any mental or physical disability or condition that places them at physical or mental risk or which would otherwise prevent their safe participation in this activity.

I hereby forever release and discharge, and agree to hold harmless and indemnify from liability, Irvine Park Railroad, Inc., the County of Orange, and all other persons or entities which in any manner may have some involvement or association with this activity, and their volunteers, agents, sponsors, servants, employees, officers, directors, affiliates, successors, as well as their assigns, heirs, representatives, legal counsel, insurers, licensees, and all persons, firms, corporations who might be liable, whether or not herein named, none of whom admit any liability to the undersigned and all of whom expressly deny liability (herein the “Released Parties”, and collectively, with I, the “Parties”), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind and nature, whether known or unknown, in law or equity, which I or my children and spouse, have or may hereafter have, arising from or in any manner relating to my child(ren)’s participation in any of the events or activities conducted by the Released Parties on the date that the bounce house(s) is/are used, on the premises of the Released Parties, or for the benefit of the Released Parties.

I understand that the activities my child(ren) will participate in on the date the bounce house(s) is/are used are inherently dangerous regardless of how much care or caution is exercised and that their complete protection against injury cannot be guaranteed, and their participation in this activity may cause harm or grievous injuries, including bodily injury, damage to personal property, and/or death. Such injuries include, but are not limited to, head, neck, back, spinal cord, arms, legs, and shoulders. I, on behalf of myself, my spouse and all my child(ren) using the bounce house, their heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries, and death sustained by all users of the bounce house, that I or they may hereafter have against the Released Parties.

I further understand that use of a bounce house will place a person in close physical contact with other persons, some or all of whom may be infected by the COVID-19 virus, thus subjecting such persons to the risk of contracting COVID-19. I further understand that the release and discharge from liability effected by this Contract includes any infection of my child(ren) with the COVID-19 virus and any and all injuries or damages that may be sustained therefrom. I understand and accept that Released Parties have made, and will not make, any effort to determine whether any user of the bounce house is or might be infected with the COVID-19 virus.

I further represent and warrant that if any of the children whom I am allowing to use bounce house are not my biological or other child, or child over whom I have legal guardianship, I have received authority from the parent or guardian of such children to execute this WAIVER AND RELEASE on their behalf. I understand that such representation and warranty of authority is a material inducement to Released Parties permitting such children to play in bounce house and without which such permission would not be granted. I further agree to defend, indemnify and hold harmless Released Parties from any misrepresentation, intentional, negligent or otherwise, as to the existence of such authority.

By this WAIVER AND RELEASE, I assume all risks, and take full responsibility for any personal injury, death, or other damages sustained by me, or any biological or other child of mine, or child over whom I have legal guardianship, whom I allow to use bounce house or any of Released Parties' other facilities.

This WAIVER AND RELEASE contains the full and complete agreement between the Parties. Its terms are contractual and not a mere recital and supersedes all prior or subsequent written or oral agreements and representations between the Parties concerning the use of bounce house. All prior oral or written agreements and understandings are merged into this WAIVER AND RELEASE, and the Parties agree that only the express terms set forth herein are binding between them. I understand that by signing this WAIVER AND RELEASE I am entering into a legally binding contract.

The provisions of this WAIVER AND RELEASE shall be governed by and interpreted and construed in accordance with the laws of the State of California.

I acknowledge that I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE and its contents. I understand and confirm that by signing this WAIVER RELEASE, I have given up considerable potential legal rights, including, but not limited to, the right of myself, my child(ren), my spouse, and others to file a lawsuit for personal injury or death. I have signed this WAIVER AND RELEASE voluntarily, under no duress, or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature hereon is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years or age or older and mentally competent to enter into this WAIVER AND RELEASE.

The terms of this WAIVER AND RELEASE are a material inducement to Released Parties' decision to allow use of the bounce house. Without this WAIVER AND RELEASE being signed Released Parties would not and will not permit such use.

I further acknowledge and confirm that I have read and understand and will fully abide by the following bounce house safety instructions, rules and regulations, which are also material terms of this agreement.

### **BOUNCE HOUSE SAFETY INSTRUCTIONS, RULES AND REGULATIONS**

Bounce house occupancy capacity is as set forth in the chart below. This chart details the maximum number of people recommended in the bounce house at any one time based on the

participants' ages. I agree to abide by bounce house capacity restrictions. I understand that only compatible age groups and body sizes shall play in the bounce house unit at the same time.

Description	Children under 5	Children under 8	Teens or Adults
13 x 13 Moon bounce	6-8	4-6	2-4
15 X 15 Moon bounce	8-10	6-8	4-6
3-in-1 Combo	8-10	6-8	4-6
Castle Slide Combo	10-12	8-10	6-8

There **MUST** be an adult monitoring bounce house usage when children are playing **AT ALL TIMES!**

- No food, candy, drinks or party favors are permitted inside the bounce house.
- Absolutely NO SILLY STRING is permitted inside or around the bounce house. You will be subject to a **\$100 cleaning fee** if any silly string is found in or around the bounce house.
- No shoes or sandals are permitted inside the bounce house at any time (bare feet or socks only). Please remove glasses, jewelry and/or belts before jumping.
- Animals are not allowed inside the bounce house.
- Hanging from the top or sides of the moon bounce is not allowed. Instruct children to bounce away from the entrance and side netting.
- Flips, wrestling, running or pushing inside the bounce house is prohibited.
- Do not enter the bounce house if you are pregnant or have physical problems.
- Do not turn equipment on or off.
- Flame, flammables, or smoking within 50 feet of the bounce house is prohibited.

- If Irvine Park Railroad observes that the rules are not being followed, we have the right to pick up the bounce house without refunding your money.
- Please Note: Do not plug any other equipment into the generator or any other outlet a moon bounce blower is plugged into at any time.

I acknowledge that I will supervise the child(ren) whom I am allowing to use bounce house to ensure that they are doing so in a safe and responsible manner and will remove such child(ren) from bounce house if they are acting in any manner unsafely or irresponsibly or if other children in bounce house are acting unsafely or irresponsibly.

**I HEREBY AFFIRM THAT I UNDERSTAND AND CAN READ AND WRITE THE ENGLISH LANGUAGE AND THUS UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT.**

Names of Child(ren) Using Bounce House: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_

Dated: \_\_\_\_\_