



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Family Fun Farm Inc. and Jump Center Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FAMILY FUN FARM INC. AND JUMP CENTER INC."), I hereby agree to release, indemnify, and discharge FAMILY FUN FARM INC. AND JUMP CENTER INC., on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. Assumption of Risk

I acknowledge that my participation in/with amusement activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; colliding with others; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; heat exhaustion, heat stroke, and cardiac related events or illness; falling off of or being thrown from the inflatable; the negligence of other visitors, participants, or other persons who may be present; equipment failure; my own physical condition, and the physical exertion associated with this activity; a horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse; horses may do such things as bite, kick, buck, lie down, or stumble; saddles may slip and other tack or saddle problems may develop as a result of normal use; riding a horse requires the participant to balance on the saddle; transmissible pathogen or disease; participants may lose their balance that can result in falling from the horse.

Furthermore, FAMILY FUN FARM INC. AND JUMP CENTER INC. personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. Acceptance of Risk

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in this activity.

3. Release and Indemnification

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FAMILY FUN FARM INC. AND JUMP CENTER INC. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FAMILY FUN FARM INC. AND JUMP CENTER INC.'s equipment or facilities, including any such claims which allege negligent acts or omissions of FAMILY FUN FARM INC. AND JUMP CENTER INC.

4. Attorney's Fees

Should FAMILY FUN FARM INC. AND JUMP CENTER INC. or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. Insurance and Medical Conditions

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. Governing Law

In the event that I file a lawsuit against FAMILY FUN FARM INC. AND JUMP CENTER INC., I agree to do so solely in the State of New York, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FAMILY FUN FARM INC. AND JUMP CENTER INC. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I also agree that this document is valid for subsequent visits and participation at FAMILY FUN FARM INC. AND JUMP CENTER INC. I have read and understood it, and I agree to be bound by its terms.

PARTICIPANT INFORMATION

Participant Name: _____

DOB: _____ Phone: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email: _____

Participant Signature: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of the following minor(s):

Minor Name(s): _____

being permitted by FAMILY FUN FARM INC. AND JUMP CENTER INC. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FAMILY FUN FARM INC. AND JUMP CENTER INC. from any and all claims which are brought by, or on behalf of the minor(s), and which are in any way connected with such use or participation by the minor(s).

Minor DOB(s): _____

Number of Children: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____