

**WAIVER AND RELEASE OF LIABILITY FORM  
(ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY  
AGREEMENT)**

By signing this document, you will waive certain legal rights, including the right to sue.

By signing this document, you understand that GellyBall Kingston is owned and operated under Lucky Inflatables and Party Rentals Inc

**ASSUMPTION OF RISK**

1. I, the undersigned, wish to play GellyBall; I recognize and understand that playing GellyBall (hereinafter called the "Game") involves certain risks. Those risk include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the game and injuries resulting from tripping or falling over obstacles in the Game playing field. In addition, I recognize that the exertion of playing the Game could result in injury or death.

2. Despite these and other risks, and fully understanding such risks, I wish to play the game and hereby assume the risks of playing the Game. I also hereby hold harmless Lucky Inflatables and Party Rentals Inc, their Directors, Officers, employees, agents/representatives (hereinafter call the "Sponsors") and indemnify them against any or all claims, actions, suits, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from my playing the Game, including without limitation, those resulting from the manufacture, selection, delivery, possession, use or operation of such equipment. I hereby release the Sponsors from any and all such liability, and I understand that this release shall be binding upon my estate, my heirs, my representatives and assigns. I hereby certify to the Sponsors, that I'm in good health and do not suffer from a heart condition or other ailment which could be exacerbated by the exertion involved in playing the Game, I further certify that I am 18 years of age, or a parent or legal guardian of the participant

**RELEASE OF LIABILITY, WAVIER OF CLAIMS AND IDEMNITY AGGREEMENT**

In consideration of participating in the "Game", I hereby agree as follow:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Lucky Inflatables and Party Rentals Inc, their directors, officers, employees, agents and representative (all of whom are hereinafter collectively referred to as 'the Releasees');

2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in Paintball due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in Paintball; and 4. THAT THIS AGREEMENT SHALL be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

Lucky Inflatables and Party Rentals Inc has the right to refuse any person(s) from playing the Game if they are found to be impaired due to alcohol or drugs

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Print Name of Participant)

\_\_\_\_\_  
(Signature of Parent/Guardian)  
if participant is under 18 yrs

\_\_\_\_\_  
(Print Name of Parent/Guardian)  
if participant is under 18 yrs