

Big Country Amusements, Inc 10669 Wakeman Ct Suite 102 Manassas, VA 20110 703-335-6720

Liability Waiver & Assumption of Risks

On behalf of myself, spouse & the children under my guardianship that I invite to use equipment rented from <u>Big Country Amusements</u>, <u>Inc.</u> (hereinafter collectively referred to as "BCA" respectively), I acknowledge and agree to the terms and conditions of this liability waiver and assumption of risk as identified below:

- 1. I, the children in my care, and my invited spouse who will participate in any BCA activities are physically, mentally and emotionally fit to participate in such activities.
- 2. I understand that although BCA does provide an attendant, it is not responsible for participant actions or injuries. I will ensure all invited guest (listed below) are aware of this release and consent to these terms prior to allowing them to participate in this rented equipment.

ASSUMPTION OF RISKS: The undersigned understands and acknowledges that the activity to be engaged in through the use of interactive amusement game(s) and/or other amusement equipment such as moon bounces, mechanical rides and interactives, brings with it both known and unanticipated risk to itself. Those risks include, but are not limited to falling, slipping, crashing and colliding which could result in injury, illness, disease, emotional distress, and death and/or property damage to self.

LIABILITY RELEASE: The undersigned voluntarily releases, indemnifies, and agrees to hold harmless and discharge <u>Big</u> <u>Country Amusements, Inc.</u>, from any and all liability, claims, demands actions or rights of actions, whether personal to itself or to a third party which are related to, arise out of or are in any way connected with the use of the interactive inflatable and mechanical unit including those allegedly attributable to negligent acts or omissions. The participant agrees to reimburse any reasonable attorney's fees and costs which may be incurred by BCA in the defense of any such liability claim, demand, action or cause of action.

In the event that the participant file a cause of action against BCA, the participant agrees to do so solely in the county of Prince William and the state of Virginia, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The participant agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

THE UNDERSIGNED, by his/her signature hereinafter affixed does acknowledge that any physical activities involve some element of personal risk and that, accordingly, in consideration for the undersigned waiving his/her claim against BCA and their agents, the undersigned will be allowed to participate in the use of amusement devices. By engaging in this activity, the undersigned acknowledges that he/she assumes the element of inherent risk and, in consideration for being allowed to engage in the activity, agrees to indemnify and hold BCA and their agents and employees, harmless from any liability for personal injury, property damage or wrongful death caused by participation in this activity. Further, the undersigned agrees to indemnify and hold BCA and their agents & employees, harmless from any and all costs incurred including, but not limited to, actual attorney's & medical fees that BCA their agents & employee, may suffer by an action or claim brought against it by anyone as a result of the undersigned's use of such equipment.

Participant -Signed	Participant – Printed
(Parent or Guardian, if child is participant)	Participant – Printed
<u></u>	Participant – Printed
Date	Participant – Printed