

# **Waiver and Release from Liability from using Inflatables in Downham Market Town Council Properties**

**WARNING: BOUNCING ON ANY INFLATABLE MAY RESULT IN INJURY AND/OR DEATH**

I ..... , have voluntarily elected to allow children/guests to participate in playing on bouncy castle/inflatables within premises owned by Downham Market Town Council, and I fully understand that this involves jumping on air fulfilled entertainment toys and that there are Health and Safety risks associated with this type of activity. I, therefore, assume all risk of injury and/or death associated with this event and I will not hold Downham Market Town Council and anyone affiliated with them for any circumstances of the event. I hereby confirm that any children using the equipment should be in good physical condition to play and do not suffer from any disabilities or physical conditions that places me or others at risk or otherwise should prohibit their participation in this event. I hereby waive and release, indemnify, hold harmless and forever discharge you, Downham Market Town Council of any responsibility. I understand that the activities that they will participate in are inherently dangerous and participation may cause harm or grievous injuries, including bodily injury, damage to personal property and/or death. I, my spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned activity. By this WAIVER AND RELEASE, I assume any risk and take full responsibility and warranty of any and all claims of personal injury and death or damages on the equipment being used. This WAIVER AND RELEASE contains the full and complete agreement between all Parties, the items are contractual and not merely a recital and supersedes any and all prior written or oral agreements and representations between the Parties concerning the activities. Any additional changes in this WAIVER AND RELEASE shall be valid only if set forth in writing and signed by all the Parties. Furthermore, this WAIVER AND RELEASE is binding upon the undersigned and his/her respective spouse, heirs, next of kin, executors, administrators, representatives, successors and assigned. This WAIVER AND RELEASE will remain in issue and in full force and effect even after termination of the Parties' activities. 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 AND RELEASE I have given up considerable future legal rights. 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 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 of age or older and mentally competent to enter into this waiver. RULES- 1. No food, drink or chewing gum on or around the inflatables 2. Shoes, glasses, jewellery, & badges MUST be removed prior to entering the inflatable 3. No climbing, hanging or sitting on the walls of the inflatables 4. No somersaults, reckless jumping, pushing, pulling of other children 5. No pets, toys or sharp instruments on the inflatable 6. No bouncing on the front safety step 7. No access on the inflatables when it is being inflated or deflated 8. A responsible adult MUST be supervising when children are playing AT ALL TIMES!

Signed: ..... Date: .....

Full name: .....

Address of hirer: .....

Contact tel.: .....

Signature of Town Clerk: .....Date: .....