

**RELEASE OF LIABILITY, INDEMNITY, ASSUMPTION OF RISK, AND MARKETING WAIVER**

**READ BEFORE SIGNING**

**IN CONSIDERATION of being permitted to participate in any Foam Party activities including, but not limited to, playing, using the premises of, renting and operating equipment leased, sanctioned and/or operated by the above named vendor, I acknowledge and agree that:**

I fully understand and acknowledge that; (a) risks and dangers exist in my use of Foam Party equipment and my participation in Foam Party activities; (b) my participation in such activities and/or use of such equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **INDY BLAST and MEGA FOAM PARTY**; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of **INDY BLAST and MEGA FOAM PARTY**, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **INDY BLAST and MEGA FOAM PARTY** and it's owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage (including, but not limited to, arising out of the actual or alleged transmission of a communicable disease), wrongful death, loss of services or otherwise which may arise out of my use of Foam Party equipment or my participation in Foam Party activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of MFP. This waiver is good through the event date.

Customer to provide adult supervision for all participants under 18.

I agree that all photographs and videos can be used for social media, marketing, and promotions for **INDY BLAST and MEGA FOAM PARTY**.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE MFP FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

**EVENT**

EVENT DATE: \_\_\_\_\_ EVENT ADDRESS: \_\_\_\_\_

**PARTICIPANT**

PARTICIPANT NAME: \_\_\_\_\_ PARENT NAME IF PARTICIPANT UNDER 18: \_\_\_\_\_

PARTICIPANT AGE: \_\_\_\_\_ PARTICIPANT DATE OF BIRTH: \_\_\_\_\_

**PARTICIPANT INFO (USE PARENT INFO IF UNDER 18)**

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE / PARENT SIGNATURE : \_\_\_\_\_