

Haystack Adventures Waiver

Waiver, Release, Hold Harmless and Indemnification Agreement

In consideration of being allowed to enter the play areas and/or participate in activities at the Haystack Adventure, the undersigned acknowledges, appreciates and agrees to the following:

1) I represent that I understand the nature of the activity/activities and that I, and any children in my care, are qualified, in good health, and in proper physical and mental condition to participate in such activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the activity.

2) I acknowledge and understand that there are risks associated with participation in the Haystack Adventure activities. I fully understand that this activity involves risk of serious bodily injury, (including but not limited to bruises, fractures, scrapes, cuts, bumps, paralysis or death) which may be caused by my own actions, or inactions, those of others participating in the event/activity, the conditions in which the event takes place, or the negligence of the “releases” named below; and that there may be other risks either not known to me or not readily foreseeable at this time: and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I, and any participant(s), incur as a result of my own participation in the activity.

3) I agree that the participant(s) named and I shall comply with all stated and customary terms, posted safety signs, rules and verbal instructions as conditions for participation in any party and/or activity at Haystack Adventures.

4) I for myself, the participant(s) named, our heirs, assigns, personal representatives and next of kin hereby release and hold harmless the Haystack Adventures, Okie Inflatables LLC, its owners, subsidiaries, affiliates, officers, and employees (collectively, the “Releases”) for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation. I, on behalf of myself, my children, my family members, children in my care, my heirs and my guests, knowingly and freely assume all risks of injury and agree to hold harmless the “Releases” with respect to any claims, demands, causes or rights of action, even if arising from the actions, act of omission or negligence of said entities or individuals. If any term provision of this waiver/release shall be construed in accordance with the laws of the State of Oklahoma, to be held unenforceable, illegal, or in conflict with any governing law, the validity of the remaining portions shall not otherwise be affected.

5) I additionally agree to indemnify the “Releases” for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation.

6) In the event of damages, I agree to pay for any and all damages that may be caused by me and (if applicable) my family, heirs, and personal representative(s) negligent, reckless, or willful actions.

7) As applicable, I acknowledge that I represent that I am the parent or legal guardian of the participant(s) named below or I have obtained permission from the parents/legal guardian of the participant(s) named below to execute this agreement on their behalf.

I have read this waiver and understand that I have given up substantial rights by signing and have signed freely and without any inducement.

Rental Party _____ Date _____

Name of Participant(s)

Signature
Participant(18+)/Parent/Guardian

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