

RELEASE & WAIVER OF CLAIMS
ASSUMPTION OF RISK AND INDEMNITY



**Digital
Waiver**

RIDERS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT WILL ELIMINATE YOUR ABILITY TO BRING LEGAL ACTIONS

Rider's Name

Age (if under 18)

I understand and agree, on behalf of all **Releasing Parties**, as follows:

(1) Parties:

Releasing Parties include: the Rider named above and their family members, guardians, heirs, next of kin, and anyone else who might claim or sue on the Rider's behalf or for injury to Rider, including any representatives, successors and assigns, or insurers.

Released Parties include: **Jumping Jacks Event Rentals LLC** (the operator) and its directors, officers, employees, partners, owners, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; any parent, subsidiary or affiliate companies, insurers, and representatives of the foregoing; and all persons or entities acting on their behalf.

PLEASE INITIAL AT THE END OF EACH SECTION:

(2) Acknowledgment of Bull-Riding Risks: **THE MECHANICAL BULL IS A HAZARDOUS DEVICE. The rider **will** be thrown off. The risks cannot be eliminated. I know the nature of this activity, I understand the demands relative to my physical condition. _____ **(Initials)****

(3) Potential Injuries: The risks of mechanical bull-riding may cause minor, serious, or even catastrophic injury to persons or damage to property. Catastrophic injuries can include permanent disabilities, spinal injuries, heart attack, stroke, and even death. I understand the types of injuries that might result from mechanical bull-riding. _____ **(Initials)**

(4) Medical Conditions: It is my responsibility to consult with my physician before participating in mechanical bull-riding to ensure that my participation will not pose any unusual risks to my health or well-being. I do not have any conditions that would be made worse by mechanical bull-riding. _____ **(Initials)**

(5) Medical Treatment: Any medical treatment resulting from my participation shall be at my own expense or the expense of my personal insurer(s). _____ **(Initials)**

(6) Size Restriction: Persons under 48" tall may not ride. _____ **(Initials)**

(7) Assumption of Risks: I assume all of the risks of mechanical bull-riding, and I take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating. _____ **(Initials)**

(8) Waiver of Liability for Ordinary Negligence: I voluntarily and forever waive, release, covenant not to sue, and discharge the **Released Parties** from any and all claims resulting, in whole or in part, from the risks of mechanical bull-riding or from the ordinary negligence of any of the **Released Parties** during the event. _____ **(Initials)**

(9) Indemnification Agreement: I agree to hold harmless, defend and indemnify the **Released Parties** from and against any and all claims made by (1) me or any **Releasing Party** or (2) co-participants, rescuers, and others, arising from injury or loss due to my participation in this event. _____ **(Initials)**

(10) Severability and Integration: If any part of this document is found to be unenforceable, then that provision is severed from this Agreement and does not affect the validity of any remaining parts. _____ **(Initials)**

(11) Participant's Acknowledgement of Understanding: **I HAVE THE AUTHORITY TO SIGN FOR ALL RELEASING PARTIES. I UNDERSTAND THAT I AM VOLUNTARILY GIVING UP RIGHTS. In order to be permitted to participate, I have read this form completely and carefully. I acknowledge that my participation is voluntary.**

Signature

Date

Check the applicable box. I am the:
 Rider Parent or Guardian
of the Rider (if Rider is
under 18)

Print Name