

WAIVER AND RELEASE OF LIABILITY FORM
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.

The undersigned has engaged **Stephan Schmidt-Watt** to deliver and set up a bounce house, inflatable slide and/or other inflatables on behalf of the undersigned, for use by the undersigned and/or others as the undersigned may determine (collectively, the "**Inflatables**").

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT:

(i) The undersigned has requested that Stephan Schmidt Watt provide and set up the Inflatables and Stephan Schmidt-Watt has agreed to do so subject to the terms of this Waiver and Release of Liability Form.

(ii) Stephan Schmidt-Watt, or any person acting on his behalf (collectively "Schmidt-Watt"), will not be liable or responsible for any kind of loss, cost, injury, death or damage to the undersigned, others, the undersigned's property or the property of others, as the case may be, resulting or arising in any way, directly or indirectly, in connection with or as a result of the Inflatables. For clarity, Schmidt-Watt will not be present during use of the Inflatables and the undersigned acknowledges, accepts and assumes all risks and liabilities, including those owed to any third party, that are associated with the Inflatables.

(iii) The undersigned freely accepts and voluntarily assumes all responsibility for all risks and liabilities associated with the Inflatables, however occasioned, including by way of example and without limitation, any risks that may arise from negligence or carelessness on the part of Schmidt-Watt.

(iv) THE UNDERSIGNED WAIVES, RELEASES, AND FOREVER DISCHARGES Schmidt-Watt from and against any and all liability, including but not limited to, liability arising from any cause, thing or event, including without limitation, the negligence or fault of Schmidt-Watt, for any kind of loss, cost, injury, death or damage to the undersigned or others, including to the undersigned's property or the property of others, as the case may be, resulting or arising in anyway, directly or indirectly, from the Inflatables;

(v) THE UNDERSIGNED SHALL INDEMNIFY AND HOLD HARMLESS Schmidt-Watt from and against any and all claims, suits, damages, demands, deficiency, charges, costs, losses, expenses or other liability of any kind whatsoever (including all legal costs) in anyway arising from, as a result of, or in connection with any act, omission or failure of or by Schmidt-Watt associated with, related to or in any way connected, directly or indirectly, with the Inflatables or the undersigned's participation therein;

(vi) THE UNDERSIGNED SHALL NOT SUE OR COMMENCE ACTION AGAINST Schmidt-Watt for any act, omission or failure of or by Schmidt-Watt associated with, related to or in any way connected, directly or indirectly, with the Inflatables or the undersigned's participation therein;

(vii) This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law and shall be governed by the laws of Manitoba; and

(viii) This Waiver and Release of Liability shall enure to the benefit of the undersigned, and be binding on, the undersigned's heirs, executors, administrators, personal representatives, successor and assigned (as applicable). A photocopy of this Waiver and Release of Liability Form shall be as valid as the original.

THE UNDERSIGNED CERTIFIES THAT THE UNDERSIGNED HAS READ THIS DOCUMENT, AND THE UNDERSIGNED FULLY UNDERSTANDS ITS CONTENT. THE UNDERSIGNED IS AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A CONTRACT AND THE UNDERSIGNED SIGNS IT OF ITS OWN FREE WILL.

Print Name

Signature

Date