

# Roaring Foam

## Consent, Waiver and Release From Liability

**Waiver:** In consideration of being permitted to participate in any way in a Foam Party or Any of the Activities involved with Foam Machines, hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Roaring Foam's parent corporation - AirballingLA LLC, its officers, employees, and agents from any and all liability from any and all claims, including the negligence of AirballingLA LLC, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks include 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Other risks include, but are not limited to, slips, falls, contact with other participants, negligent or wanton acts of other participants, any defects or condition of premises or equipment, insects or wild animals, the effects of the weather including high heat, cold temperatures, storms, and/or humidity.

Individuals who are pregnant, have a heart condition, or have previous athletic injuries that may increase vulnerability to injury, should not engage in the Activities.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Idemnification and Hold Harmless:** I also agree to idemnify and hold AirballingLA, LLC, harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Intoxication:** I understand that consumption of alcohol or drugs before or during the Activity

increases risk to myself and others, and I agree to not participate while under the influence of any intoxicating substances, even if legally prescribed.

**Rules and authority:** I agree to abide by the rules and instructions of the referee at all times during the Activity, including but not limited to the referee stopping my participation of the activity at any time for any reason.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

For Participants under 18: **THIS SECTION IS REQUIRED**

Parents/Guardian's Full Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_