

BUMPER BALLS DALLAS LLC RENTAL AND DISCLAIMER

Name: _____ Date of Birth: _____
Address: _____ City: _____ State: _____
Zip: _____
Home Phone: _____ Cell: _____
Email: _____
EmergDallasy Contact: _____

Before participating in a bubble soccer game and using equipment and or facilities supplied or provided by Bumper Balls DALLAS LLC, all participants and renters acknowledge that they have the athletic ability to participate in the sport of soccer and that they have no pre-existing health condition that could result in injury or illness. All participants and renters must read this information and sign the disclaimer herein:

1. The Participant/Renter understands that in participating in the sport of soccer or any game using the equipment, that they may suffer injury, harm, or loss and the participant does so at his/her own risk. Inherent risks iDallaslude: combat with others, striking against structures, cervical/spinal injury, risk of asphyxia, heat related injuries, quad/paraplegia and death.
2. To the extent permitted by law, the Participant/Renter accepts that Bumper Ball LLC will not be liable for any injury, loss, damage, action, claim, costs or expenses which may arise in consequeDallase of participation in the game, iDallasluding and not limited to using the equipment and facilities.
3. Participant/Renter acknowledges that Participant/Renter has inspected the equipment and facilities, that the equipment and facilities are in good condition. Participant/Renter acknowledges that Participant/Renter has received instruction regarding proper use of the equipment, that Participant/Renter represents and warrants to follow the instructions and proper use of the equipment. Participant/Renter assumes all risk of injury further acknowledging that failure to use the equipment properly may result in the equipment malfuDallastioning. Bumper Ball, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMADALLASE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, IDALLASLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Bumper Ball, LLC further does not guaranty or warrant the safety of Participant/Renter while using the equipment and facilities.
4. Renter/Participant shall indemnify, defend and hold harmless Bumper Balls DALLAS LLC from and against any claim, demand, cause of action, loss or liability (iDallasluding attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's/Participant's use of equipment or the facilities by any cause, except to the extent caused by Bumper Ball LLC's gross negligeDallase or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL BUMPER BALLS DALLAS LLC BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER/PARTICIPANT'S USE OF EQUIPMENT AND/OR FACILITIES, IDALLASLUDING BUT NOT LIMITED TO INJURIES AND ILLNESS.
5. Participant acknowledges that participant weighs less than 230 lbs, is taller than 3' and shorter than 6'7".
6. Acknowledge receipt of Game Rules and Usage.
7. Participant/Renter warrants that the equipment will not be abused or used for an improper purpose and will only be used to participate in the game. Renter shall alert Bumper Balls DALLAS LLC to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment.
8. Check here to opt out of email subscriptions from Bumper Balls DALLAS LLC _____.
9. **By signing this disclaimer, the undersigned attests that he/she is at least 18 years of age and that he/she has read this document and understands its terms and legal ramifications. Persons under 18 must have their parent/legal guardian sign on behalf, have adult supervision while renting, and this disclaimer applies to its full extent to both the parent/legal guardian and person on whose behalf the signature is made.**

Participant/Renter Name: _____
Participant/Renter Signature: _____ Date: _____
Parent/Guardian Name (if Participant is under 18 years old): _____
Parent/Guardian Signature: _____ Date: _____