



Abracadabra

ice cream factory

PLAY WAIVER AND RELEASE

ABRACADABRA ICE CREAM FACTORY 520 N. MAIN ST. KISSIMMEE, FL 34744

Welcome to Abracadabra ice cream factory. We strive to provide a safe, clean and fun atmosphere for you and your children. PLEASE READ THE FOLLOWING carefully before signing this waiver of liability. On behalf of myself, my children and children in my care participating in activities at Abracadabra ice cream factory, I acknowledge and agree to the terms and conditions of this waiver as identified below:

1. **SAFETY RULES!** All children must be monitored by a parent or legal guardian at all times.
2. **BOUNCE HOUSE RULES!** 1) Five children at a time (55 pounds per child) 2) **NO TEENS OR ADULTS.** 3) No flips. 4) No wrestling. 5) Do not run in to the walls or corners. 6) Take your shoes off. 7) Do not pull on nets. 8) All kids must have socks and shirts on at all times in all the bounce houses and in the play area. A set of rules and directions are either displayed on the jump units, and signs placed in front of the jump units or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the units. Failure to explicitly follow the rules will lead to the immediate expulsion from the bounce house.
3. There are risks, both known and unknown, using any inflatable or amusement device, including, but not limited to physical injury from falling, slipping, crashing, or colliding, emotional injury, distress, paralysis and even death. The risk of serious injury from participating in Bounce House activities, although minimal, does exist, as it does in all play and amusement activities.
4. I and the children in my care who will participate in any Bounce House activities are physically, mentally and emotionally fit to participate in such activities.
5. I, on behalf of myself, my children, my family members, children in my care, my heirs and my guest, knowingly and freely assume all risk of injury and agree to hold harmless Abracadabra ice cream factory, its owners, managers, agents and employees with respect to any claims, demands, causes or rights of action, even if arising from the actions, acts of omission or negligence of said entities or individuals.

I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless, Abracadabra ice cream factory. If anyone acting on behalf of Abracadabra ice cream factory be required to incur attorney's fees and cost to enforce this agreement, I expressly agree to indemnify and hold Abracadabra ice cream factory harmless for all such fees and cost. In the event, I, the undersigned, for myself, my child or ward, file a lawsuit against Abracadabra ice cream factory, it is agreed to do so solely in the state of Florida.

Clearly PRINT the Name and AGE of All participants, adults and children, for which you accept responsibility.

PARENTS' NAME: _____

CHILDRENS NAMES: _____

SIGNATURE OF PARENT/ or GUARDIAN OF CHILDREN: _____

DATE OF CONSENT: _____

***ALL BOUNCE HOUSES ARE FREE FOR ONE HOUR TO EVERY PAYING CUSTOMER.
EACH ADDITIONAL HOUR WILL COST \$5.00 PER CHILD**