

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Jones Party Magic, their agents, owners, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, including the Niskayuna Community Action Program and its members, the Town of Niskayuna, and the Niskayuna Central School District (hereafter collectively referred to as the "Jones Party Magic Group"), I hereby agree to release, indemnify, and discharge the Jones Party Magic Group on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that riding a mechanical bull entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include among other things: falling off or being thrown from the bull, which could result in musculoskeletal injuries including head, neck and back injuries.

Furthermore, Jones Party Magic employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipments being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the Jones Party Magic Group from any and all claims, demands, or causes of action, which are in any way connected with any participation in this activity or my use of Jones Party Magic's equipment or facilities, including any such claims which allege negligent acts or omissions of the Jones Party Magic Group.

4. Should the Jones Party Magic Group be required to incur attorney's fees and cost to enforce this agreement I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against any person or entity in the Jones Party Magic Group, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Jones Party Magic Group on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Date: _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Jones Party Magic to participate in this activity and to use its equipment and facilities, I further agree to indemnify and hold harmless Jones Party Magic Group from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian: _____

Print Name: _____

Date: _____

I _____ (print name of "Minor"), certify that the above signature is that of my Parent or Guardian.

Minor's signature: _____

Date: _____