

GENERAL RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

As consideration in exchange for the use of the amusement equipment, including but not limited to inflatable bounce houses, Borrower agrees as follows:

1. Borrower understands there are risks, both known and unknown, using any inflatable or amusement device, including, but not limited to physical injury, emotional injury, distress, paralysis and even death. The risk of serious injury, although minimal, exists with inflatable bounce houses and other amusement equipment, as it does in all play and amusement activities.

2. If an inflatable bounce house is borrowed, Borrower takes responsibility to make sure the bounce house is set up correctly. If the inflatable bounce house is being used outdoors, Borrower will make sure to use all the stakes or other devices provided for grounding the inflatable bounce house and make sure all safety tie downs are securely attached. If there are wind gusts 10 mph or above, Borrower will remove all individuals from the inflatable bounce house and deflate it to insure safety of all participants.

3. Borrower will take all necessary precautions regarding the amusement equipment borrowed, and protect all persons from injury or damage. Borrower acknowledges that it is in charge of the operation, installation, and use of the amusement equipment, and fully responsible for its safe operation and installation as well as the return of the amusement equipment in good working order. Borrower acknowledges and agrees that the Arkansas Baptist State Convention ("ABSC") is not responsible for any injury occurring to members or guests of the Borrower or to any other persons using the amusement equipment while it is in the possession of the Borrower.

4. Borrower agrees to defend, indemnify, and hold harmless the ABSC from and against any and all liability, claims, judgments, attorney's fees, and costs, of every kind and nature, including, but not limited to, injuries or death to persons and/or damage to property, whether or not such claimant is known or unknown to the Borrower, which arises out of the use, maintenance, installation, operation, possession, or rental of the amusement equipment, including but not limited to inflatable bounce houses, however caused, but with such claim arising while or such injury occurring while the amusement equipment is in the actual or constructive possession of the Borrower. These provisions apply to, but are not limited to, any injury, death, damage, claim or liability which may arise on account of the negligence, whether active or passive, of the ABSC or the ABSC's agents, employees, independent contractors, or suppliers.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT. I AGREE THAT I AM SIGNING THIS AGREEMENT ON THE BORROWER'S BEHALF AND AS THEIR AGENT. I WARRANT AND REPRESENT THAT I AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT ON THE BORROWER'S BEHALF AND AS THEIR AGENT.

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Signature of Borrower's Representative

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Date

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Printed Name of Borrower's Representative

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Borrower's Name, Address, and Telephone Number