



## **RELEASE AGREEMENT**

The undersigned Customer has hired Fun Rox, LLC d/b/a Foam Rox ("FOAM ROX") to provide a foam party at the Customer's residence, business address or other location located at \_\_\_\_\_ (the "Event") on the date specified below.

In consideration of the services to be provided by FOAM ROX, and in addition to the fee for the services to be paid to FOAM ROX by the Customer, the Customer agrees as follows:

1. To release, discharge and forever hold harmless, and to indemnify, FOAM ROX, its employees, affiliates, owners, agents and representatives from and against any and all claims, demands, damages, fees, actions, causes of action of whatever nature and costs and expenses, including attorney's fees, whether in contract or in tort, in law or in equity, liquidated or unliquidated, which may arise out of or relate in any way to the Event, expressly including personal injury of any nature or property damage that may be suffered or incurred, by the Customer, members of his or her family, and any and all guests, invitees, licensees, contractors or subcontractors, agents or representatives of Customer, and agrees that FOAM ROX shall not be responsible in any way for any claims related to any such injury or damage. **The release and indemnity agreement in this paragraph shall apply to all injury or damage whether caused by the fault or negligence of FOAM ROX, or otherwise.**
2. To provide a clear and safe area for the set up and operation of FOAM ROX' foam cannon and related play activity area.
3. Customer maintains a policy of insurance covering injury to persons and property occurring at Customer's address set forth in the first paragraph above.
4. Customer acknowledges that FOAM ROX is relying on the agreements of Customer in Sections 1-3 above, and but for Customer's agreement in Section 1 above and the availability of insurance as agreed in Section 3, FOAM ROX would not enter into an agreement to provide the Event services for Customer.
5. Customer agrees that any film or photographs of participants become Foam Rox property and may be used for promotional or commercial purposes.

EVENT DATE: \_\_\_\_\_

CLIENT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_