



## Xtreme Bounce Pty Ltd

### RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services provided by Xtreme Bounce Pty Ltd ("the Park") and of the permission granted by the Park to use the Park's property, facilities, and services and to participate in trampoline court activities and other amusement activities at the Park (the "Activities"), I, on behalf of myself and on behalf of my child or children and any other minors within my care as listed below ("Minors"), agree to the following terms and conditions. I understand that this document affects my legal rights and the legal rights of the Minors, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by all terms and conditions of this agreement.

1. **General Release and Waiver of Liability.** In consideration of the services provided by the Park and of the permission granted by the Park to use the Park's property, facilities, and services and to participate in the Activities, I, for myself and on behalf of my spouse, children, wards, heirs, assigns, personal representatives and next of kin (the "Releasing Parties"), voluntarily release and forever discharge and agree not to sue the Park and its agents, members, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers and manufacturers, trainers, intellectual property holders, and any and all other persons or entities acting in any capacity on the Park's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any claims connected with or arising from my or the Minors' participation in the Activities or use of the Park facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions of any of the Protected Parties.

I understand that this release of liability will prevent any of the Releasing Parties, including me and the Minors, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using the Park facilities.

2. **Acknowledgement of Risks.** I understand that my participation and the participation of the Minors in the Activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to the Minors, or to third parties. Such risks (the "Risks") include:

- © the risks inherent in the Activities, including but not limited to slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces in the Park;
- © the negligent acts or omissions of the Protected Parties, or then\* agents or employees;
- © defects in the Park facilities;

- © improper or inadequate instruction or supervision regarding the Activities or use of the Park facilities;
- © the behavior of other participants in the Activities;
- « accidents or incidents in the Park facilities; and
- © first aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties or their agents or employees.

Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.

I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unanticipated risks may also result in injury, death, illness or damage to me, to the Minors or to our property.

3. Assumption of Risks. After being fully informed of the above risks, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties and the Minors, expressly agree and promise to accept and assume all known and unanticipated risks associated with participation in the Activities and use of the Park's facilities, including the Risks listed above, and I voluntarily elect to participate and to allow the Minors to participate in the Activities and use the Park's facilities.

I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by signing this form I am giving up my right and the right of the Minors to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me or the Minors, that results from such risks. I understand that I have the right to refuse to sign this form, and the Park has the right to refuse to let me or the Minors participate if I do not sign this form.

4. Indemnification Agreement, (a) I hereby agree to hold harmless, indemnify and defend the Protected Parties from and against any and all claims, losses, actions, proceedings, costs, expenses, damages, settlement amounts and liabilities (including claims brought by any of the Releasing Parties or Minors) and any and all costs and expenses in connection therewith, including attorneys' fees and costs of investigation (collectively the "Claims"), arising out of or connected with my or the Minors' participation in the Activities or use of the Park's facilities, regardless of whether the Claims are the result of the negligent acts or omissions of myself, the Minors, the Protected Parties, or third parties, including other participants in the Activities. Such indemnity obligation shall include, but not be limited to, any claim, action or proceeding that alleges that I or the Minors negligently or intentionally caused any injury, death or damage to other participants in the Activities or other third parties at the Park.

(b) In the event any claim, action or proceeding is brought against the Park or its agents, members, managers, owners, officers, directors or principals that falls within the scope of Section 4(a), I agree to pay \$50,000 to the Park as an advance deposit to be used for payment of costs and expenses incurred by the Park regarding such claim, action or proceeding, including attorneys' fees, costs of investigation, settlement amounts and damages, with such amount to be paid to the Park within fifteen (15) days of receiving written notice from the Park of such claim, action or proceeding. If during the pendency of the claim, action or proceeding the advance deposit is drawn upon and falls below \$15,000, upon receiving notice from the Park I agree to replenish the deposit amount to \$50,000 within fifteen (15) days of receiving such notice. I understand that at the conclusion of the claim, action or proceeding, including the resolution of any appeals, the Park will refund to me any remaining portion of such deposit not used to reimburse the Park for costs and expenses incurred in connection with such claim, action or proceeding. The Park by accepting such deposit does not waive its rights under this agreement to collect any additional amounts owed pursuant to this agreement.

5. Release of Rights to Audio, Video and Photographic Images. I hereby grant the Park on behalf of myself and the Minors the irrevocable right and permission to photograph and/or record me or

the Minors in connection with the Activities and the Park and to use the resulting photo graphic images, audio or video for all purposes, including advertising and promotional purposes, in any manner and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any reimbursement of any kind due to me or the Minors. On my behalf and on behalf of the Minors, I waive any right to inspect or approve the use of any such photographic image, audio or video. I agree that the Park will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the photographic images, audio and video and the results and proceeds of my participation hereunder.

6. Certifications. In order to assist the Park in effectively providing for the safety of me and the Minors, I certify that:

- I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health or the health of the Minors
- I and the Minors possess a sufficient level of physical fitness and skill to safely participate in the Activities, and neither I nor the Minors have any pre-existing physical or medical conditions that might be impacted or worsened by use of the Park, including pregnancy, orthopedic problems, including back problems, heart problems, or breathing problems
- © I will not use or allow the Minors to use the Park while any of us are under the use of any drugs, alcohol or medications that may impair our physical activities or judgment
- I agree to follow (and cause the Minors to follow) all safety rules of the Park and to alert the Park staff to any rules violations or dangerous behavior of other participants
- I understand that my failure or refusal to abide by the safety rules of the Park or by instructions and directions of Park staff can lead to the immediate revocation of my right to use the Park, without any right to refund of any payments made
- I will notify Park staff before I or the Minors participate in Activities if any of us have been diagnosed with behavior disorders or are taking any behavior modification medications
- « I will inform Park staff immediately if I or the Minors feel any unusual discomfort while participating in the Activities and will immediately stop (or cause the Minors to stop) participation in the Activities
- © I am aware that Park staff may need to end my or the Minors' participation in the Activities if my or the Minors' actions present a danger to myself or others
- © I authorize the Park staff to administer emergency first aid and CPR to myself and to the Minors when deemed necessary by the Park staff
- © I authorize the Park staff to secure emergency medical care or transportation if deemed necessary by Park staff, and I agree to assume all costs of emergency medical care of transportation.
- © I acknowledge that the Park encourages each participant to obtain medical clearance prior to participating in the Activities
- © I have adequate insurance to cover any injury or damage I and the Minors may cause or suffer while participating in the Activities, or if not, I agree to bear the costs of such injury or damage to myself, the Minors and others

7. Term of Agreement. I understand that this agreement shall continue in effect and will be in full force and legal effect each and every time I or the Minors visit the Park, whether at the current location or any other location or facility. I agree that the Park may require me to sign a new agreement at any time as a requirement for my participation or the participation of the Minors in the Activities.

8. Attorney's Fees. I promise to indemnify the Park for any attorneys' fees and costs incurred by the Park to

enforce this agreement, including costs associated with any collection efforts. If Park obtains a judgment against me pursuant to this agreement, prejudgment and post-judgment interest shall accrue thereon at the maximum amount allowed by applicable law.

9. Governing Law; Venue; Dispute Resolution. This agreement shall be governed by and interpreted in accordance with the laws of the state in which the Park is located (Forum State”) without regard to the conflict of law rules of the Forum State. I agree and acknowledge that any claim or dispute arising from or related to this agreement or the relationship of the parties in any respect thereto shall first be submitted to mediation, and that engaging in such mediation is a condition precedent to bringing any claim against the Park arising from or related to this agreement. If arbitration is not available, or in the event of litigation to enforce arbitration or settlement between the parties to this agreement, I agree that sole jurisdiction and venue shall be in the state and federal courts located in the Forum State, and I waive any defense of jurisdiction and/or venue that may now or hereafter exist.

10. Entire Agreement; Severability. I understand that this is the entire agreement between the undersigned and the Park, and that it cannot be modified or changed in any way by the representations or statements of the Park or its employees or agents or by the undersigned. This agreement supersedes any and all previous oral or written promises or agreements.

I understand and agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the Forum State and that if any portion thereof is held invalid, it is agreed that the remainder of the agreement will remain in effect and will continue in full legal force and effect.

11. Effect of Agreement. I have read the above and fully understand the terms of this agreement and I have either consulted an attorney regarding the agreement or have elected not to do so. I am aware that by signing this agreement, I am giving up rights that I may have to bring a legal action or assert a claim against the Protected Parties on the basis of their negligent acts or omissions. I understand that by signing this agreement I may be found by a court of law to have forever waived my rights and the rights of the Releasing Parties and the Minors to maintain any action against the Protected Parties on the basis of any claim from which I have released the Protected Parties. I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me. I have had reasonable and sufficient opportunity to read and understand this entire agreement. I unconditionally agree to the full terms, statements, warranties, notices, representations, waivers and releases contained in this agreement on behalf of myself, the Releasing Parties and the Minors listed below.

I certify that I am the parent, legal guardian or authorized agent of the Minors listed below and that I have authority to sign this agreement on their behalf. I also certify that the information provided below for each Minor participant is true and correct. I acknowledge that the Park staff may require me to present a picture I.D. to verify my identity.

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Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_ D.O.B. \_\_\_\_\_

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Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Participants Under-18 Years of Age: \_\_\_\_\_

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Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Adult Participant: \_\_\_\_\_

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Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Adult Participant: \_\_\_\_\_

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Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Adult Participant: \_\_\_\_\_

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Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship to Adult Participant: \_\_\_\_\_

Waiver accepted by: \_\_\_\_\_