

# WAIVER AND RELEASE OF LIABILITY, ACKNOWLEDGMENT AN ASSUMPTION OF RISKS, INDEMNITY, AND PARTICIPANT AGREEMENT

IN CONSIDERATION OF THE SERVICES OF BA AUBURN, LLC, THE UNDERSIGNED ADULT LISTED BELOW, AM AT LEAST 18 YEARS OF AGE, AND AGREE AND UNDERSTAND THAT THE TRAMPOLINES AND ACTIVITIES AT BIG AIR TRAMPOLINE PARK, HAVE INHERENT RISKS, AND THAT PARTICIPATION IN THE ACTIVITIES AND USE OF THE TRAMPOLINES AND EQUIPMENT MAY RESULT IN SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS PARAGRAPH BELOW. I FURTHER UNDERSTAND THAT THE ACTIVITIES AND TRAMPOLINES AT THE SUBJECT FACILITY WILL BE SHARED WITH OTHERS OVER WHOM THE TRAMPOLINE FACILITY HAS NO CONTROL. WITH THE FOREGOING UNDERSTANDING, I AGREE AS FOLLOWS:

**ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS.** I KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, OF INJURIES OR OTHER LOSS OR DAMAGE I MAY SUFFER WHILE ON THE TRAMPOLINE PARK PREMISES, HOWEVER CAUSED, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE** OF BA AUBURN, LLC, THEIR PRINCIPALS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, LANDLORD, EQUIPMENT MANUFACTURERS, REPAIR PERSONS, SPONSORS, AGENTS (ALL COLLECTIVELY REFERRED TO BELOW AS "RELEASED PARTIES"). SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, CUTS AND BRUISES, FALLS, BROKEN BONES, INJURIES TO WRISTS, ARMS, LEGS, ANKLES, BACKS, HEADS AND NECKS, INJURIES FROM FLIPS OR CONTACT WITH OTHER PARTICIPANTS, AND/OR SPINAL INJURIES. THE RISKS ASSUMED INCLUDE THOSE INHERENT IN THE ACTIVITIES AND RECREATIONAL SERVICES WHICH MAY BE OFFERED BY RELEASED PARTIES, INCLUDING, BUT NOT LIMITED TO THOSE INVOLVED IN TRAMPOLINES, DODGE BALL COURTS, TRAMPOLINE FOAM PITS OR AIRBAGS, AERIAL COURSES, LASER MAZE, MECHANICAL BULLS, WIPEOUT SWINGING/ROTATING ARMS, AND ANY OTHER OFFERINGS/ACTIVITIES, ADDED IN THE FUTURE.

**WAIVER OF ALL CLAIMS.** I EXPRESSLY WAIVE ANY AND ALL CLAIMS, SUITS OR DEMANDS FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS AGAINST THE "RELEASED PARTIES", AND EACH OF THEM, INCLUDING BUT NOT LIMITED TO **ANY AND ALL NEGLIGENCE, NEGLIGENT SUPERVISION, AND NEGLIGENT INSTRUCTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WAIVER IS **INTENDED TO BE A COMPLETE RELEASE OF THE RELEASED PARTIES FOR ANY AND ALL** RESPONSIBILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH SUSTAINED BY ME OR ANY OF THE BELOW LISTED MINORS ON THE TRAMPOLINE FACILITY PREMISES, WHETHER ARISING OUT OF OR RESULTING FROM MY OR THEIR PARTICIPATION IN ACTIVITIES, USE OF TRAMPOLINES OR OTHER PLAY EQUIPMENT, PARKING LOTS, PREMISES AND FACILITIES. THIS RELEASE APPLIES FOR **ANY DATE IN THE FUTURE (INCLUDING TODAY'S DATE)** THAT I, OR THE MINOR LISTED BELOW, MAY VISIT THE FACILITY, AND IS FURTHER BINDING ON MY HEIRS, REPRESENTATIVES AND ESTATE. I FURTHER AGREE TO WAIVE, RELEASE AND HOLD HARMLESS THE RELEASED PARTIES, FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES, EXPENSES, OR DEATH ARISING OUT OF OR RESULTING FROM ADMINISTERING OF OR FAILING TO ADMINISTER MEDICAL ASSISTANCE TO ME OR ANY OF THE BELOW-LISTED MINORS.

**INDEMNITY:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS (INCLUDING OF ATTORNEY'S FEES AND COSTS) THE RELEASED PARTIES, AND EACH OF THEM, INCLUDING ATTORNEY'S FEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS OR DEMANDS BROUGHT BY ME FOR MYSELF OR FOR ANY OF THE MINORS LISTED BELOW AND RESULTING FROM ANY LOSS, INJURY, DAMAGE, OR DEATH, AS WELL AS PROPERTY DAMAGE, ARISING OUT OF, CONNECTED TO, OR RELATING IN ANY WAY TO THE PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, AND/OR MY PRESENCE ON THE PROPERTY OR THE PRESENCE OF ANY OF THE MINORS LISTED BELOW. THIS AGREEMENT TO INDEMNIFY RELEASEES, INCLUDES, BUT IS NOT LIMITED TO ANY ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES AND ITS EMPLOYEES/AGENTS, ANY ACTIVE OR PASSIVE NEGLIGENCE BY THE MINOR, BY ME, AND/OR ANY THIRD PARTY. PROVIDED, HOWEVER, I SHALL NOT BE REQUIRED TO INDEMNIFY THE RELEASEES FOR THEIR SOLE AND EXCLUSIVE NEGLIGENCE.

**ALCOHOLIC BEVERAGES:** I UNDERSTAND THAT ALCOHOLIC BEVERAGES ARE OFFERED AT THE TRAMPOLINE PARK. BY MY SIGNATURE BELOW, I AGREE THAT IF I CONSUME ANY ALCOHOLIC BEVERAGE AT THE FACILITY, OR IF I AM UNDER THE INFLUENCE OF ALCOHOL, I WILL OBEY THE RULES NOT TO PARTICIPATE IN ANY TRAMPOLINE RELATED ACTIVITIES. I ACKNOWLEDGE THAT DOING SO COULD IMPAIR MY ABILITIES, AND MAY RESULT IN INJURY TO MYSELF AND/OR OTHERS.

**AUTHORIZATION TO USE IMAGE AND PERSONAL INFORMATION:** RELEASORS ARE HEREBY GRANTED THE RIGHT TO USE ANY IMAGES AND PERSONAL INFORMATION OF THE UNDERSIGNED, IN ANY SOCIAL MEDIA, WEBSITES, OR OTHER MARKETING MATERIALS.

I, FOR MYSELF, AND AS PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR CUSTODIAN OF THE MINORS LISTED BELOW, WILLINGLY AGREE TO **READ, OBEY, AND COMPLY WITH ALL POSTED, SPOKEN AND/OR SAFETY RULE SIGNS AND CONDITIONS** FOR ATTENDANCE AT THE TRAMPOLINE FACILITY, PARTICIPATION IN ACTIVITIES, AND USE OF TRAMPOLINES AND OTHER EQUIPMENT, AND UNDERSTAND THAT THE FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY OR DEATH. I REPRESENT THAT I AND ALL MINORS LISTED BELOW ARE PHYSICALLY FIT, OTHERWISE HEALTHY AND ABLE TO SAFELY PARTICIPATE IN ALL ACTIVITIES AND USE ALL OF THE TRAMPOLINES AND EQUIPMENT AT THE FACILITY. I FURTHER ACKNOWLEDGE THAT **RECREATIONAL SERVICES ARE BEING PROVIDED, AND NO SALE, LEASE OR BAILMENT OF EQUIPMENT IS ANY PART OF TRANSACTION HEREIN.** I AGREE THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL REMAIN FULLY EFFECTIVE. FURTHER, THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT IN WRITING.

I, FOR MYSELF, AND FOR THE BELOW-LISED MINORS, AS THEIR PARENT, LEGAL (COURT-APPOINTED) GUARDIAN OR AUTHORIZED CUSTODIAN, DO READ AND UNDERSTAND ENGLISH, AND HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, UNDERSTAND THAT I HAVE **GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT,** AND AGREE TO BE BOUND BY IT FOR MYSELF AND ON BEHALF OF ALL BELOW-LISTED MINORS.

**NOTICE: BY SIGNING THIS, YOU ASSUME ALL RISK OF INJURY OR DAMAGE AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.**

ADULT NAME (Print First and Last) (Ink Only)			ADULT SIGNATURE (Ink Only)		
First	Last		Signature		
Address			Email	Adult DOB	
City	State	Zip Cide	Phone	Date	
CHILD NAME (Print First and Last) (Ink Only)			ADULT RELATIONSHIP TO CHILD (Circle)		CHILD DOB
First	Last		Parent	Legal Guardian	Child DOB