



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

PARENT/GUARDIAN/PARTICIPANT'S FIRST NAME

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LAST NAME

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BIRTHDAY (MM/DD/YYYY)

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STREET ADDRESS, APT NO

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CITY AND STATE

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ZIPCODE

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PHONE NUMBER

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EMERGENCY CONTACT NO.

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EMAIL ADDRESS

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In consideration of the risk of injury while participating in Trampoline Park Games and Activities (the "Activity"), and as consideration for the right to participate in the games and activities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the games and activities, and do hereby release and forever discharge **JUMPING ZAXX Inc., located at 7505 S SAM HOUSTON PKWY E, HOUSTON, TX 77075** their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as **JUMPING ZAXX**), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I, on behalf of myself, my spouse, my child(ren), parents, my heirs, assigns, personal representatives, estate, and insurers agree as follows:

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, BROKEN BONES, SPRAINED/TORN LIGAMENTS, FRACTURES, BRUISES, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES ARE ASSOCIATED RISKS AND CANNOT BE COMPLETELY ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY, AND MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME AND ACCEPT ALL RELATED RISKS, BOTH KNOWN OR UNANTICIPATED TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to permanently indemnify, waive, release, discharge and hold harmless JUMPING ZAXX Inc. against any and all claims, demands, disputes, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any associated costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If JUMPING ZAXX Inc. incurs any of these types of expenses, I agree to reimburse JUMPING ZAXX Inc. I understand and acknowledge that JUMPING ZAXX Inc., and their directors, officers, present and former employees, volunteers, representatives, insurers, and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of JUMPING ZAXX Inc.

I hereby represent that I/my child(ren), are in good physical health and condition to participate in the Activity on the park's premises and are not under the influence of alcohol, illegal or prescription drugs that may impair judgement to perform and act safely on the Trampoline Parks premises.



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

I understand and acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, property loss, and all unknown or known risks. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, staff, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

If I and/or my child(ren) are injured, I acknowledge that I, and/or my child(ren) may require medical care or treatment, which will be on my own expenses or the expense of my personal insurer(s). I hereby certify and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense(s). I understand and agree that JUMPING ZAXX will not pay for any cost or expenses incurred by me or my child(ren).

In the event that any damage to equipment or facilities occurs as a result of my/my child(ren)/my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I grant JUMPING ZAXX INC. the right, without reservation or limitation to photograph, videotape, and/or record me and/or my child(ren) on closed circuit television, and use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and any promotional advertising materials.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS PARTICIPATION AGREEMENT, I EXPRESSLY AGREE TO RELEASE AND DISCHARGE JUMPING ZAXX INC. FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST JUMPING ZAXX INC. FOR PERSONAL INJURY OR PROPERTY DAMAGE.

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws of another state, and shall remain in full force and effect as of the date set forth. This Participation Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties. Both the Participant, and JUMPING ZAXX INC., agree that this Participation Agreement is clear and unambiguous, and that no other evidence will be used or admitted to alter/change or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Signature (If 18 years and older): _____ **Date:** _____

Participant 1: First Name	Last Name	Birthdate (mm/dd/yyyy)
Participant 2: First Name	Last Name:	Birthdate (mm/dd/yyyy)
Participant 3: First Name	Last Name:	Birthdate (mm/dd/yyyy)
Participant 4: First Name	Last Name:	Birthdate (mm/dd/yyyy)

PARENT / GUARDIAN WAIVER FOR MINORS (Ages under 18 years)

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of name(s) listed below and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Legal Guardian's Signature: _____ **Date:** _____

Waiver Accepted by: (Jumping Zaxx Employee): _____