

JUMPOLINE PARK

RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY AND ASSUMPTION OF RISK

PLEASE READ THIS DOCUMENT CAREFULLY. YOU ARE GIVING UP LEGAL RIGHTS BY SIGNING THIS

I, the undersigned on my behalf and, if applicable, my child/ward named below (hereinafter "RELEASOR"), hereby acknowledge that I and my child/ward, desire to voluntarily participate in the activities and services provided by JUMPOLINE PARK and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the JUMPOLINE PARK facility (collectively, "JUMPOLINE PARK" or "RELEASEES"), including but not limited to, the use of the equipments, facilities, trampolines, inflatable jump houses, receiving instructions, strenuous bodily movement, and the premises (hereinafter collectively referred to as "JUMPOLINE PARK ACTIVITIES & SERVICES"), and further agree and acknowledge as follows:

ASSUMPTION OF RISK: I, the undersigned, understand and acknowledge that JUMPOLINE PARK ACTIVITIES & SERVICES has varying effects on individuals based upon their size, age, physical condition and/or state of health. I further recognize, acknowledge and agree that it is my sole decision whether to consult with medical professional prior to participating in JUMPOLINE PARK ACTIVITIES & SERVICES and that JUMPOLINE PARK recommends that participants consult with a medical professional prior to participating in JUMPOLINE PARK ACTIVITIES & SERVICES, especially if a member has had a recent injury, surgery, pregnancy or other health conditions. I, and/or my child/ward, have either consulted a physician and received medical advice and consent to participation in JUMPOLINE PARK ACTIVITIES & SERVICES or have waived such advice and consent of physician and accept any and all RISKS. I am assuming, on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and /or child/ward that my result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur.

I am aware, understand and acknowledge that participation in JUMPOLINE PARK ACTIVITIES & SERVICES is a potentially hazardous activity and involves inherent risks of danger or injury, including but not limited to, sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death that can occur (hereinafter collectively referred to as "RISKS"). I am voluntarily participating in JUMPOLINE PARK ACTIVITIES & SERVICES with the knowledge of the danger involved with the RISKS and with the knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN JUMPOLINE PARK ACTIVITIES & SERVICES AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.

RELEASE OF LIABILITY: I understand that myself, and/or child/ward, will be engaging in JUMPOLINE PARK ACTIVITIES & SERVICES using the JUMPOLINE PARK facilities and it is my voluntary and informed decision to release any future lawsuits or claims that I and/or they have or may have against the RELEASEES. RELEASOR expressly releases and forever discharges and holds RELEASEES from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in the JUMPOLINE PARK ACTIVITIES & SERVICES. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the facility, grounds or any equipment; (d) instruction or supervision; or (e) slipping, tripping and/or falling while in the facility or on the surrounding premises.

As consideration for being permitted by JUMPOLINE PARK to participate in JUMPOLINE PARK ACTIVITIES & SERVICES, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, or sue JUMPOLINE PARK, or its past, present or future parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, employees, servants, assigns, investors, legal representatives, and all individuals, and entities involved in the operations of JUMPOLINE PARK for injury, illness, death or damage resulting from my participation in JUMPOLINE PARK ACTIVITIES & SERVICES and the RISKS involved therein.

I further grant JUMPOLINE PARK the right to photograph, videotape, and/or record me and /or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I, HEREBY ASSUME ALL RISK AND FULLY RELEASE, ACQUIT, REMISE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE JUMPOLINE PARK, ITS PARENT, SUBSIDIARIES, AFFILIATES, OTHER RELATED ENTITIES, SUCCESSORS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN THE OPERATIONS OF JUMPOLINE PARK, OF AND FROM ANY AND ALL PAST, PRESENT AND FUTURE CLAIMS ARISING FROM THEIR ACTS AND/OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, RIGHTS, DAMAGES, COSTS, NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, ASSAULT CLAIMS, DECEPTIVE TRADE PRACTICE CLAIMS, CONTRACT CLAIMS, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIMS, PERSONAL INJURY CLAIMS, PREMISES LIABILITY CLAIMS, PRINCIPAL-AGENT LIABILITY CLAIMS, MENTAL ANGUISH CLAIMS, PAIN AND SUFFERING CLAIMS, PHYSICAL IMPAIRMENT CLAIMS, DISFIGUREMENT CLAIMS, LOST WAGES CLAIMS, LOSS OF EARNING CAPACITY CLAIMS, WARRANTY CLAIMS, PUNITIVE DAMAGES CLAIMS, EXEMPLARY DAMAGES CLAIMS, AND ANY OTHER FORM OF COMPENSATORY CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BASED ON A TORT, CONTRACT, OR OTHER THEORY OF RECOVERY, WHETHER SAME BE KNOWN AND REALIZED OR UNKNOWN AND NOT REALIZED, THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTES, GUARDIANS OR LEGAL REPRESENTATIVES NOW HAVE, HAVE HAD, OR EVER WILL HAVE; FOR INJURY, ILLNESS, DEATH, OR DAMAGE RESULTING FROM MY PARTICIPATION IN JUMPOLINE PARK ACTIVITIES & SERVICES AND THE RISKS INVOLVED WITH SAME. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN ITS EFFECT AS ALLOWED BY LAW.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT BETWEEN ME AND JUMPOLINE PARK AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

Print Name of Adult: _____ Birth Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

LIST ALL THE PARTICIPANTS WHO ARE MINORS:

Name: _____ Age: _____ Name: _____ Age: _____

Name: _____ Age: _____ Name: _____ Age: _____

Name: _____ Age: _____ Name: _____ Age: _____

Signature: _____ Date: _____

(Participants Over Age of 18 or Parent/Legal Guardian of Minor)