

## Springz Farmington Participant Agreement, Release and Assumption of Risk, please print legibly. Form must be filled out completely to participate

| Risk, please prii   | ly. Form must be filled out completely to participate. |              |                         |           |     |
|---|--|--------------|-------------------------|-----------|-----|
| Parent/Guardian/Participant (if over 18) Last Name  | Guardian/Participant (if over 18) Last Name First Na   |              | Birth Date              |           |     |
| Street Address  | Apt. #   |              | City                    | State     | ZIP |
| Tell Phone  |  | Email        |                         |           |     |
| In consideration of the services of SPRINGZ, LTD. their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Springz"), I hereby agree to release, indemnify, and discharge Springz, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:   |  |              |                         |           |     |
| 1. I acknowledge that my participation in Springz trampoline park and any games or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.  |  |              |                         |           |     |
| These risks include, but are not limited to: Springz trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Risks include the negligence of other participants or me, injuries including rope or rug burn, scrapes, bruises, cuts, sprains, fractures, dislocations, pinched fingers and other extremities, and serious injuries to the head, neck, or back which can cause paralysis, or even death. Trampolines expose participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants can fall off equipment, sprain or break wrists, elbows, shoulders, ankles, and knees and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants can fall on each other resulting in broken bones and other serious injuries. Double bouncing, that is, more than one person bouncing per trampoline can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must not be done. If you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, Springz employees, while properly and thoroughly trained, have difficult jobs to perform. They seek safety, but they are not infallible. They may be unaware of a participant's health or abilities. Equipment being used may malfunction. |  |              |                         |           |     |
| 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of these risks.  |  |              |                         |           |     |
| 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Springs from any and all claims, demands, or causes of action, which I may sustain while on the premises or are in any way connected with my participation in Springz activities or my use of Springz equipment or facilities including any such claims which allege negligent acts or omissions of Springz.   |  |              |                         |           |     |
| 4. Should Springz or anything acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.  |  |              |                         |           |     |
| 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. I acknowledge that Springz is not required to be covered by liability insurance and that I am playing at my own risk.   |  |              |                         |           |     |
| I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.   |  |              |                         |           |     |
| By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Springz on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.   |  |              |                         |           |     |
| I further grant Springz 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.  |  |              |                         |           |     |
| Participant Signature (if 18 or older):   |  |              | Da                      | ate:      |     |
| PARENTS OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)   |  |              |                         |           |     |
| In consideration of (print of to four minor's names/  | birthdat   | tes below of | SAME parent or legal gu |           |     |
| Participant 1: Last Name  | First N  | ame          |                         | Birthdate |     |
| Participant 2: Last Name  | First N  | ame          |                         | Birthdate |     |
| Participant 3: Last Name  | First N  | ame          |                         | Birthdate |     |
| Participant 4: Last Name  | First N  | ame          |                         | Birthdate | _   |
| "Minor" being permitted by Springz to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless Springz from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor, including to but not limited to those claims which allege negligent acts or omissions of Springz, to the fullest extent permitted by law. I further certify that I am the parent or legal guardian of the minor on this agreement.  |  |              |                         |           |     |
| Parent or Legal Guardian's Signature: Date:   |  |              |                         |           |     |
|   |  |              |                         |           |     |
| Waiver accepted by:   |  |              | Springz Employee D      | ate:      |     |