

SKYMANIA FUN CENTER LLC PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of SkyMania Fun Center, LLC, 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 "SMFC"), I hereby agree to release, indemnify, and discharge SMFC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in a SMFC trampoline game 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.

The risks include, among other things: SMFC trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person 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 be done at the participants own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, SMFC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

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 the risks.

- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SMFC from any and all claims, demands, or causes of action, which are in any way connected with my participation in SMFC activities or my use of SMFC's equipment or facilities **including any such claims which allege negligent acts or omissions of SMFC.**
- 4. Should SMFC or anyone 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.

In the event that I file a lawsuit against SMFC, I agree to do so solely in the state of Nevada, and I further agree that the substantive law of Nevada shall apply in that action without regard to the conflict of law rules of that state. 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 SMFC 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 understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____ Date: _____

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

E-Mail: _____ Phone: _____ Date of Birth: _____

How did you hear about Sky Zone Recreational Center (please circle) School Radio T.V Friends Other: _____

Emergency Contact Name: _____ Phone: _____ Relationship to Participant: _____

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

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by SMFC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SMFC 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.

Parent or Legal Guardian's Signature: _____ Print Name: _____ Date: _____

INFORMATON BELOW THIS LINE TO BE FILLED OUT BY SMFC EMPLOYEE

Waiver accepted by _____ (SMFC Employee) Check box if parent was present at facility. Complete 1, 2, or 3 below:

- 1) _____ (Parent/Guardian Initials) I further certify that I am the parent or legal guardian of the Minor on this agreement.
- 2) The parent/legal guardian(s) name & signature on this agreement _____, was confirmed by the SMFC employee above on Date: _____ Time: _____ AM/PM Minor's Signature: _____ Check box if parent could not be reached by phone.
- 3) _____ verifies that the Minor's guardian signed this waiver. Signature: _____ Date: _____