

**JUMP 2015 LLP – ALTITUDE TRAMPOLINE PARK
PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK**

PARTICIPATION IN TRAMPOLINE COURT ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

- In consideration of the services provided by **JUMP 2015, LLC**, a Florida limited liability company, who is the owner and operator of ALTITUDE TRAMPOLINE PARK (the "Park") and my desire to spectate and/or participate in the activities and services provided by **JUMP 2015, LLC** at the Park today and in the future **JUMP 2015, LLC and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as "JUMP 2015"**:

I, Ajay Singh (print name), on behalf of myself, my minor child for whom I am appointed guardian, my heirs, assigns, personal representative and estate hereby:

- (a) agree to use the Park and its facilities in a safe and responsible manner;
- (b) agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Park employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- (c) agree to fully and forever waive, release and discharge JUMP 2015 from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Park; (b) the activities within the Park by others; (c) the operation of the Park by JUMP 2015 **regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of JUMP 2015**; (d) my use of any and all of the Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, JUMP 2015 or a third party;
- (d) agree to indemnify and hold JUMP 2015 harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park;
- (e) agree to accept and assume all of the risks which accompany the Park's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;
- (f) fully understand that participating in the activities within the Park involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park; and (iii) will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;
- (g) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others; and,
- (h) authorize JUMP 2015, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that JUMP 2015 will own such Images and I grant permission, without compensation, for JUMP 2015, or any affiliated party of the Altitude Trampoline Park brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing

THE INDIVIDUAL SIGNING THIS AGREEMENT MUST BE OVER THE AGE OF 18. IF ANY CHILD UNDER THE AGE OF 18 WISHES TO USE THE PARK AND ITS FAILITIES IN ANY MANNER, THE CHILD'S PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING SECTION BELOW.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF JUMP 2015 USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM JUMP 2015 IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND JUMP 2015 HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IN THE ACTIVITY IF YOU DO NOT SIGN THIS FORM.

PARENT OR GUARDIAN CONSENT

For Minor(s):

I HEREBY AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S)
LISTED BELOW.

Parent's Name: _____ Parent's Signature: _____

Child's Name: _____ Child's Date of Birth: _____

Child's Name: _____ Child's Date of Birth: _____

Child's Name: _____ Child's Date of Birth: _____