



(JM2 Derby, LLC) Participant Agreement, Release and Assumption of Risk

Please print and fill out completely. Complete electronically at www.skyzonesports.com

Parent/Guardian/Participant (if over 18): First Name		Last Name		Birth date	
Street Address		Apt. #	City	State	ZIP
Cell Phone	<input type="checkbox"/> Check box if you would like to sign up for free text message promotions and discounts; Standard text message rates may apply from your service provider.			Email	

In consideration of the services of (JM2 Derby, LLC a Kentucky Limited Liability Company (d/b/a Sky Zone (Louisville))) their agents, owners, officers, affiliates, volunteers, participants, employees, franchisors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SZRC"), I hereby agree to release, indemnify, and discharge SZRC, 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 SZRC trampoline game or activities, or a bungee trampoline activity 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: SZRC 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 myself, injuries including rope burn, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck which can cause paralysis, or even death. 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, SZRC 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.

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 the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SZRC 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 SZRC activities or my use of SZRC's equipment or facilities **including any such claims which allege negligent acts or omissions of SZRC.**

4. Should SZRC or anyone acting on behalf of SZRC, be required to incur attorney's fees and costs to enforce this agreement, including to defend or respond to any claim which I have waived or from which I have released SZRC hereunder. I agree to indemnify and hold SZRC 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 SZRC, I agree to do so solely in the state of (Kentucky), and I further agree that the substantive law of (Kentucky) shall apply 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 SZRC on the basis of any claim from which I have released SZRC 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.

I further grant JM2 Derby, 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. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from Sky Zone at any time.

Participant Signature (if 18 or older): _____ **Date:** _____

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

In consideration of (print up to four minors' names/birthdates below of SAME parent or legal guardian):

Participant 1: First Name	Last Name	Birthdate
Participant 2: First Name	Last Name	Birthdate
Participant 3: First Name	Last Name	Birthdate
Participant 4: First Name	Last Name	Birthdate

("Minor") being permitted by SZRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SZRC 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 but not limited to those claims which allege negligent acts or omissions of SZRC, to the fullest extent permitted by law.** I further certify that I am the parent or legal guardian of Minor and I have the power and authority to sign this agreement on behalf of and to bind Minor to the terms hereof.

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

Waiver accepted by _____ (SZRC Employee) 06.12