



# Participant Agreement, Release and Assumption of Risk (The Agreement) –SKY ZONE OAKS

Please print and fill out highlighted areas completely or complete electronically at [www.skyzone.com/oaks](http://www.skyzone.com/oaks)

Must be completed for participants under the age of 18 (Print up to four names/birthdates below of children of the SAME parent or legal guardian):

<b>Participant 1: Print First Name</b>	<b>Print Last Name</b>	<b>Birthdate</b>
<b>Participant 2: Print First Name</b>	<b>Print Last Name</b>	<b>Birthdate</b>
<b>Participant 3: Print First Name</b>	<b>Print Last Name</b>	<b>Birthdate</b>

In consideration for gaining access to 122 Mill Road Unit B-250 Oaks, PA 19456, (the "Location") and engaging the services Sky Zone Oaks, LLC, or any other location within the state of Pennsylvania, d/b/a Sky Zone Indoor Trampoline Park at the Location, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, I hereby release. Indemnify, hold harmless, and discharge Sky Zone Oaks, LLC, or any other location within the state of Pennsylvania, d/b/a Sky Zone Indoor Trampoline Park, RPSZ Construction, LLC, Sky Franchise Group, LLC, Sky Zone LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, Independent contractors, insurers and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "SZITP"), as follows:

**(Initial Here)** I acknowledge that my participation in SZITP trampoline games or activities including but not limited to jumping, bouncing, flipping, running, basketball, dodgeball, and fitness classes entails known and unanticipated risks conditions and hazards that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, or to third parties, and further that these and other injuries may be caused by equipment and apparatuses used in trampoline games and activities including, but not limited to trampoline walls, flooring, balls, springs, and other participants. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. 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. If I and/or my child are injured, I acknowledge that I and/or my child(ren) may require medical assistance, which I acknowledge will be at my and/or my child(ren)'s own expense or the expense of my personal insurer(s). I hereby represent and affirm that I and/or my child(ren) have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT SZITP WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME AND/OR MY CHILD(REN) IF I AND/OR MY CHILD(REN) ARE INJURED. I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless SZITP from any and all claims, demands, or causes of action, which are in any way connected with my and/or my child(ren)'s participation in SZITP activities including but not limited to jumping, bouncing, flipping, running, basketball, dodgeball, and fitness classes and/or my child(ren)'s use of SZITP's equipment or facilities including, but not limited to, trampolines, walls, flooring, balls, springs, and other participants. Should SZITP become subject to any claims, demands or causes of action brought by my spouse, my children, my parents, my heirs, assigns, personal representatives, or any other member of my immediate family, which are in any way connected with my and/or my child(ren)'s participation in SZITP activities including but not limited to jumping, bouncing, flipping, running, basketball, dodgeball, and fitness classes and/or my child(ren)'s use of SZITP's equipment or facilities including but not limited to trampolines, walls, flooring, balls, springs, and other participants. I agree to indemnify and hold harmless SZITP from such claims, demands and causes of actions. Should SZITP 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.

**(Initial Here)** I certify that I and/or my child(ren) are physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) may have. I acknowledge that I have read the rules, (the "SZITP Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the SZITP Rules to the child(ren) listed in this waiver. I understand that the SZITP Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location. 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. If there are any disputes, claims, demands, or causes of action between myself and/or my child(ren) and SZITP on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Pennsylvania and that the substantive law of Pennsylvania shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against SZITP, in addition to my agreement to defend and indemnify SZITP, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to SZITP in order to compensate SZITP for damages suffered including but not limited to costs of compelling arbitration, costs of appearing in court, harm to SZITP's reputation, and negative public reflection on SZITP. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I further grant SZITP the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television.

I further grant SZITP the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, commercial uses, and promotional materials. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from Sky Zone at any time.

**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 SZITP on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.**

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above. I further certify that I have been granted authority by my spouse/partner to sign this Agreement on behalf of my spouse/partner and the child(ren) listed above in this Agreement.

**Parent/Legal Guardian/Participant' Signature (if 18 or older)**

**Date:**

<b>Parent/Guardian/Participant (if over 18): Print First Name</b>	<b>Print Last Name</b>	<b>Birthdate</b>
<b>Print Street Address</b>	<b>Apt. #</b>	<b>Print City</b>
<b>Cell Phone</b>	<b>Emergency Contact Number</b>	<b>Email</b>
	<b>Print State</b>	<b>ZIP</b>

Check box if you would not like to receive free email promotions and discounts to the email address provided above, I may unsubscribe from emails at any time.

Waiver accepted by \_\_\_\_\_ (SZITP Employee)