

## XTREME JUMP ADVENTURE PARK , LLC

### Assumption of Risk, Waiver of Liability, And Indemnification Agreement

XTREME JUMP ADVENTURE PARK LLC (hereafter referred to as XTREME JUMP) is a trampoline park which offers clients the opportunity to participate in a number of related physical activities that include laser tag, go kart riding, climbing elements, trampolines, Jacob's Ladder, giant soft play gladiator Jousting, Skyway to Heaven, Leap of Faith, Ninja Warrior Course, Melt Down and the Volcano area and any other items that area added. These activities can help to produce many benefits for the client, However XTREME JUMP feels it is important that our minor clients and their parents or guardians know that these activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. I voluntarily release, discharge and agree to defend, indemnify and hold harmless the Released Persons from any and all claims, demands, causes of action, lawsuits or any other legal proceeding which are in any way connected to or related to my participation and/or as a spectator and in the participation of minor participates in the use of the facilities and grounds owned and operated by the Released Persons, including all claims that allege negligent or reckless acts and omissions of the Released Persons and all claims which allege negligent or reckless acts or omissions of other persons.

I acknowledge that my participation in a XTREME JUMP 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.

Trampolines and the attractions listed above 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. 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. There is also a risk of colliding with or being landed on by jumpers of a different size. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, XTREME JUMP 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.

Assumption of Inherent Risks: I (the minor client and parents/guardians) have read the above paragraphs and know that

XTREME JUMP trampoline activities contain inherent risks which vary with the activity. I (the minor client and parents/guardians) understand the demands of those activities relative to my physical condition and skill level, and I (the minor client and parents/guardians) appreciate the types of injuries that may occur as a result of XTREME JUMP activities and their potential impact on my well-being and lifestyle. I hereby assert that my (the minor) participation is voluntary and that I (the minor client and parents/guardians) knowingly assume all inherent risks.

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the XTREME JUMP property, facilities, and services, today and on all future dates, I (the minor client and parents/guardians), on behalf of myself, the minor, my spouse, my heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue XTREME JUMP from any and all claims arising from the ordinary negligence of XTREME JUMP (and the above named parties).

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in XTREME JUMP activities (including, but not limited to, instruction, individual trampoline play, trampoline competition, laser tag, dodgeball, slam dunk, inflatables, classes, observation, go karts, jousting, laser tag, climbing elements, meltdown, skyway to heaven, soft play, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); 2) any and all claims resulting from the damage to, loss of, or theft of property; and to 3) the right to sue for loss suffered by the participant, the parents, or the guardians.

Indemnification Agreement: I (the minor client and/or parent or guardian) agree to hold harmless, defend, and indemnify XTREME JUMP (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of mine, the minor, my spouse, heirs, personal representatives, or assigns arising from injury to the minor, myself or those in my care, or loss at XTREME JUMP due to the participation of the minor, myself or those in my care, at XTREME JUMP (including claims arising from the inherent risks of XTREME JUMP activities and those arising from the ordinary negligence of XTREME JUMP).

I (the parent or guardian) further agree to hold harmless, defend, and indemnify XTREME JUMP (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from the conduct of the minor in the course of participation of the minor at XTREME JUMP (including claims arising from the inherent risks of XTREME JUMP activities and those arising from the ordinary negligence of XTREME JUMP).

Mediation and Arbitration: In the event any dispute arises, I (the minor client and the parents/guardians) agree to engage in good faith efforts to mediate a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I (the minor client and the parents/guardians) agree that all disputes, controversies, or claims arising out of the minor client's participation at XTREME JUMP shall be submitted to binding arbitration before and in accordance with the Commercial Rules of the American Arbitration Association then in effect. I also waive all right to trial by jury. Clarifying Clauses: I) I (the minor client and the parents/guardians) confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me XTREME JUMP and cannot be modified or changed in any way by representations or statements by any agent or employee XTREME JUMP.

I (the minor client and the parents/guardians) further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I (the minor client and the parents/guardians) also understand that if legal action or demand for arbitration is brought, venue for such action, as appropriate, shall lie in Cameron County, Texas and that only the substantive laws of the State of Texas shall apply. Acknowledgements, Assertions, and Agreements:(by the minor client and the parents/guardians) I assert that the minor client possesses a sufficient level of skill and physical fitness for safe participation in XTREME JUMP trampoline I also agree to attempt only activities that I feel I am capable of performing safely. Further, I agree to stay in areas that will not place me in undue danger.

I assert that have no health problems that would contra-indicate participation in XTREME JUMP trampoline activities.

I acknowledge that XTREME JUMP recommends and encourages each client to get medical clearance from his/her

I authorize XTREME JUMP to administer emergency first aid and or CPR when deemed necessary by XTREME JUMP personal physician prior to

I authorize XTREME JUMP to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by XTREME JUMP and I agree to assume all costs of emergency medical care and transportation.

I acknowledge that it is the participant's duty to inform the facility staff and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

I acknowledge that the provider will maintain the facilities and conduct the activity in good faith and may find it necessary to terminate my participation when staff judges me to be incapable of safely I accept your right to take such actions for the safety of myself and/or other clients.

I agree to obey all safety rules while participating at XTREME JUMP and alert the staff to any rules violations or dangerous behavior of co-participants.

#### <u>Food Allergy Disclaimer</u>

Effort is made to educate staff on the severity of food allergies. However, because outside food is allowed and served with a number of ingredients, it cannot be guaranteed that every allergen in the food served will be identified and/or labeled. Customers that are concerned with food allergies need to be aware of this risk to ensure safety

<u>Acknowledgment of Understanding:</u>I (the minor client and the parents/guardians) have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a

complete and unconditional release of all liability due to 1) ordinary negligence by XTREME JUMP and the previously named parties or to 2) the inherent risks of the activity, to the greatest extent allowed by law in the State of Texas.

I further grant XTREME JUMP 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.

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 XTREME JUMP ADVENTURE PARK, LLC, DBA XTREME JUMP 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. I have read the rules and instructions on the signs erected throughout the facility and/or from the operators website xtremejumparks.com and I have read the safety sign prior to participation. This waiver is valid for 1 year.

**Must be signed by a parent or guardian if the participant is under the age of 18 years old.**

Parent Name \_\_\_\_\_

Date: \_\_\_\_\_

Parent Signature \_\_\_\_\_

Minor Child's Name \_\_\_\_\_

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