

**CHATTANOOGA TRAMPOLINE PARK, LLC, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION
(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)**

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline, dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by CHATTANOOGA TRAMPOLINE PARK, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "THE JUMP PARK"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge THE JUMP PARK on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

_____ **initial**

- (1) RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge THE JUMP PARK and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by THE JUMP PARK, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of THE JUMP PARK.
- (2) ASSUMPTION OF RISK:** I fully understand and acknowledge that risks and dangers, both foreseeable and unforeseeable, exist in the participation of the ACTIVITIES. By my participation, or the participation of my child(ren)/ward(s), in the ACTIVITIES, I hereby assume all risks and dangers and all responsibility for any and all injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the JUMP PARK or by any other person or entity.
- (3) INDEMNIFICATION:** I hereby agree to indemnify and hold harmless THE JUMP PARK from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by THE JUMP PARK, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments THE JUMP PARK incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to THE JUMP PARK and/or any and all other persons and entities acting in any capacity on behalf of THE JUMP PARK. To the extent that my child(ren) or anyone on behalf of whom I am signing this release, makes any claim against THE JUMP PARK, I agree to indemnify and hold THE JUMP PARK harmless for any and all expenses, judgments, attorney's fees or other costs associated with or incurred as a result of such claim.
- (4) ATTORNEYS' FEES:** I promise to indemnify THE JUMP PARK for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of THE JUMP PARK, pre-judgment and post-judgment interest shall accrue thereon at the highest rate allowed by law.
- (5) PHOTO RELEASE:** By entering THE JUMP PARK and participating in the ACTIVITIES, I hereby grant THE JUMP PARK on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with THE JUMP PARK and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.
- (6) TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit THE JUMP PARK, whether at the current location or any other location or facility.
- (7) VENUE/ARBITRATION:** In the event a lawsuit is filed against THE JUMP PARK, I agree to the sole and exclusive venue of the Hamilton County, I further agree that the substantive law of Tennessee shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding

arbitration in Hamilton County, Tennessee, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against THE JUMP PARK on the basis of any claim from which I have released THE JUMP PARK and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

First Name: _____ **Last Name:** _____
Date: _____

Birth Date: _____
Phone: _____ **:Email:** _____

ENTER FULL NAME AND BIRTHDATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18

First Name #1: _____ **Last Name #1:** _____ **Birth Date:** _____
First Name #2: _____ **Last Name #1:** _____ **Birth Date:** _____
First Name #3: _____ **Last Name #1:** _____ **Birth Date:** _____
First Name #4: _____ **Last Name #1:** _____ **Birth Date:** _____

We reserve the right to review your license and/or other forms of ID to verify identity and age.