

PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC

PARTICIPANT AGREEMENT

PARTICIPANT INDEMNIFICATION, WAIVER, GENERAL RELEASE, AND ASSUMPTION OF RISK AGREEMENT

Please read this Participant Indemnification, Waiver, General Release, and Assumption of Risk Agreement ("Agreement") carefully. By signing this Agreement you are relinquishing your legal rights. ASSUMPTION OF RISK.

I agree and acknowledge as follows:

(i) I understand that the Activities (defined below) are inherently dangerous and I recognize the importance of following instructions provided, either verbal, written, or in video format, and agree to follow provided instructions;

(ii) I UNDERSTAND THAT TRAMPOLINING IS AN INHERENTLY DANGEROUS ACTIVITY. I acknowledge that participation in PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC's activities, including, but not limited to, trampolining, trampoline park access and the surrounding areas, extreme dodgeball, trampoline basketball, foam pit, fitness classes, any offsite and camp activities, Rock Climbing wall, Bumper Cars, Mechanical Bull, Meltdown, inflatables and other athletic and amusement activities (collectively Activities), entails both known and unknown risks that could result in SERIOUS INJURY or DEATH, due to, but without limitation, exposed springs, hooks, frames, and/or other pieces of equipment; poor lighting; lack of supervision and/or trained spotters; lack of protective padding, mats, netting, and/or other proper equipment; lack of any other proper safety measure; slipping and/or falling on and/or off equipment; collision with fixed objects and/or people; attempted jumps, runs, stunts, tumbles, somersaults, maneuvers and/or acrobatics; having multiple participants participate in the Activities at one time; the physical condition, fitness and/or abilities of me and all other participants; weight differences between me and other participants; actions and/or omissions committed by me, the child with me (Minor Child), PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC, and/or any other persons, and/or incomplete instructions. I certify that I or the minor child have no medical or physical condition which would interfere with my or the child's safety in this activity.

(iii) I assume the risk of injury or death that may occur as part of participating in the Activities; I acknowledge that my participation at PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC Trampoline Park entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, the child, to property, or to third parties. The risks include, among other things, the usual risk of cuts and bruises. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from trampoline location raises the possibility of any manner of transportation accidents. 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. Similar risks are also inherent in using the Foam Pit. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

RELEASE OF LIABILITY.

(i) I am knowingly and intentionally waiving all of my rights and the rights of the minor child, to bring lawsuits and make claims for any reason whatsoever, including but not limited to lawsuits and claims for negligence as set forth herein;

(ii) I hereby release and discharge on behalf of myself, my spouse, the minor child, parents or guardians of the minor child, my parents, my guardians, and my heirs, assigns, personal representatives and estate, and any and all other persons and entities who could in any way represent me or the minor child (or act on our respective behalves), PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC Trampoline Park, LLC, a Mississippi Limited Liability Company, and its employees, customers, agents, managers, members, and affiliates (the Released Parties) from any and all liability, including any and all liability for negligence; and

(iii) I agree that I and/or the minor child are voluntarily participating in the Activities and the use of the equipment, facilities, and the premises related thereto (the Facilities). I am assuming on behalf of myself and/or the minor child, all risk of personal injury, death, or disability to myself and/or the minor child that may result from participation in the Activities or use of the Facilities or any damage, loss, or theft of any personal property which I and/or the minor child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the minor child may suffer, and I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have.

INDEMNIFICATION.

(i) In consideration for allowing me and the minor child to participate in the Activities and use the Facilities, I expressly and voluntarily agree to forever release, acquit, indemnify, and discharge the Released Parties, and agree to hold the Released Parties harmless from any liability on behalf of myself, my spouse, the minor child, parent(s), guardian(s), heirs or representatives of the minor child, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the minor child (or act on our respective behalves) from any and all actions or omission(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to, attorney's fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, property damage, or other loss that I and/or the minor child may suffer arising from my and/or the minor child's participation in the Activities and the use of the Facilities. This waiver is a complete release of any and all responsibility or duties owed by the Released Parties for personal injuries, death, property loss/damage, and/or any other loss sustained by myself or the minor child while participating in the Activities or at or using the Facilities, whether using PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC equipment or not, even if such injury or damage results from a Released Party's negligence, actions or inactions, improper supervision, improper maintenance of the Facilities or negligence, actions, or inactions by PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC guests.

(ii) I agree to indemnify and hold the Released Parties harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by the Released Parties, including, but not limited to, attorney's fees, costs, damages, and/or judgments the Released Parties may incur in the event that I and/or the minor child cause any injury, damage, and/or harm to any other person while at PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC. I certify that I have adequate insurance to cover all injuries or damages I may cause or suffer while participating and I agree to bear the sole cost and expenses as a result thereof.

(iii) I understand that this Agreement extends forever into the future and will have full force and legal effect each and every time I and/or the Minor Child visit PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC, whether at the current location or any other location or facility. Should PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC Trampoline Park, LLC, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for such fees and costs and personally bear the costs, fees, and expenses.

VENUE AND ENFORCEABILITY.

Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue for any legal action. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction

By entering the PARTY SAFARI/ X-FLIGHT TRAMPOLINE PARK, LLC, I hereby grant PARTY SAFARI/X-FLIGHT TRAMPOLINE PARK, LLC the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with the 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. **DATE:** _____

PARENT/GUARDIAN : _____ EMAIL _____

DATE OF BIRTH: _____ GENDER _____ PHONE # _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CHILDS NAME _____ DATE OF BIRTH _____ GENDER _____

CHILDS NAME _____ DATE OF BIRTH _____ GENDER _____

CHILDS NAME _____ DATE OF BIRTH _____ GENDER _____

CHILDS NAME _____ DATE OF BIRTH _____ GENDER _____