



Assumption of Risk, Waiver of Liability, And Indemnification Agreement

Nature of the Activity: Cannon Trampoline Park 1, LLC D/B/A JUMPZ Trampoline Sports (hereafter referred to as JUMPZ) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can produce many benefits for the client - including pleasure, opportunity for competition, improved physical fitness, and many health benefits. However, while there are many benefits to trampolining, it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN knows that trampoline activities involve some risks of injury that are inherent to the activity. *While it is impossible to eliminate all risk and possibility of injury*, JUMPZ has designed the facility with safety as a prime concern, 2) provides an instructional safety video, 4) provides general supervision of activities, 4) has developed policies that focus on safety, and 5) has reduced the major traditional hazard of trampoline jumping (striking a hard surface or the floor). The ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN should also be aware that there are risks involved in observing. Spectator risks include, but are not limited to, trip & falls and collisions when too close to the trampoline areas.

Activities available at JUMPZ include, but are not limited to: General Trampoline Jumping, Dodgeball, Slam Dunk Basketball, Foam Pit Jumping, Laser Tag, E-Sports, Trampoline Volleyball, Group & Corporate Events, Parties, Competitions, Tournaments, Arcade Area, skiing - snowboarding skill practice, and a Trampoline area for those age 6 and under. Participation, used here, is defined as being on the premises, whether playing, competing, observing, snacking, or otherwise.

Inherent risks might be divided into two types - the first of which is those risks inherent in any trampoline jumping (e.g., landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips that are beyond participant's capacity; landing on a hard surface or the wrong trampoline; unexpected failure of the equipment [including, but not limited to, trampoline surface, attachments, and padding]; flipping, running, or bouncing off walls; double bouncing [more than one person on a trampoline], creating a rebound effect causing injury; erratic behavior of the participant or of other participants; staff failure to adequately instruct or warn; and judgment error by staff [including, but not limited, to error in judging the ability of participants, failure to anticipate developing situations, and momentary distractions]). The second type of inherent risk is those risks related to the specific trampoline activities offered (e.g., dodgeball, basketball dunk). These include, but are not limited to, being struck in the face or head by the ball; over-exertion; and striking a backboard or goal.

JUMPZ feels the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN should understand the three types of injuries that can occur. First is the common Minor Injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the Serious Injury. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). These are infrequent, but can and do occasionally occur. The third type of injury is the very rare Catastrophic Injury. Some examples are brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN have read the above paragraphs and **know** that JUMPZ trampoline activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of JUMPZ activities and their potential impact on my well-being, lifestyle, and both current and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the JUMPZ property, facilities, and services, today and on all future dates, **I**, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue** Cannon Trampoline Park 1, LLC (dba Jumpz Trampoline Sports), the owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability from any and all claims arising from 1) the ordinary negligence of JUMPZ or other *protected parties*, and from 2) the presence of myself and/or the MINOR PARTICIPANT(S) on the premises of JUMPZ.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, the following:

- Illnesses, personal injury (including death), and/or economic loss to the ADULT PARTICIPANT OR MINOR PARTICIPANT(s) & PARENT/LEGAL GUARDIAN arising from participation in any JUMPZ activity or their presence on the premises.

- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of JUMPZ from any claims and rights that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN 1) now have against JUMPZ and/or 2) may have in the future against JUMPZ.

Indemnification Agreement: I, the ADULT PARTICIPANT or PARENT/LEGAL GUARDIAN, **agree to hold harmless, defend and indemnify JUMPZ** and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the Releasing Parties arising from ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN injury or loss due to participation at JUMPZ (including claims arising from the **inherent risks** of JUMPZ activities and those arising from the **ordinary negligence** of JUMPZ or Protected Parties).

I further agree to hold harmless, defend and indemnify JUMPZ and Protected Parties (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 conduct of ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN in the course of participation at JUMPZ (including claims arising from the inherent risks of JUMPZ activities and those arising from the **ordinary negligence** of JUMPZ or *Protected Parties*).

Clarifying Clauses:

- I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, confirm that this is the entire agreement between me and JUMPZ and cannot be modified or changed in any way by representations or statements by any agent or employee of JUMPZ.
- I also understand that if legal action is brought, the **appropriate trial court for Fairfield County in the state of Connecticut** has the sole and exclusive jurisdiction and that only the substantive laws of Connecticut shall apply.
- I 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 Connecticut** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgements: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, certify: (*Capability Assertions*)

- That participant possesses a sufficient level of skill and physical fitness for participation in JUMPZ trampoline activities.
- That participant has no health problems that would increase his/her risk for injury during participation at JUMPZ.
- That I acknowledge that JUMPZ encourages each participant to get medical clearance prior to participation.
- That I acknowledge that it is the participant's duty cease exercise immediately and to inform staff if he/she feels any unusual discomfort or is injured during participation.

(*Behavior Agreements*)

- That participant agrees to attempt only activities that he/she feels capable of performing without increased risk of injury.
- That participant has viewed (or will view) the safety video prior to participation on his/her first visit to JUMPZ.
- That participant agrees to obey all safety rules and alert staff to any rules violations or dangerous behavior of co-participants.
- That I acknowledge that the provider has authority to end participation if it presents a danger to self or others.

(*Emergency Authorizations*)

- That I authorize JUMPZ to administer emergency first aid, CPR, and use an AED when deemed necessary.
- That I authorize JUMPZ to secure emergency medical care or transportation when deemed necessary.
- That I agree to assume all costs of emergency medical care and transportation.
- That I agree to inform JUMPZ of any injury (even minor injuries) prior to leaving the JUMPZ facility.

(*Use of Images*)

- That I give permission to JUMPZ to use any photographs, images, or likenesses taken of me and/or MINOR PARTICIPANTS in its marketing brochures, ads, videos, or other media.

COVID-19 WAIVER OF LIABILITY

In consideration for receiving permission from Cannon Trampoline Park 1 d/b/a JUMPZ (the "Company") to be onsite at 21 Prindle Lane, Danbury CT 06811 (hereinafter the "Premises"), I, on behalf of myself and my minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

WHEREAS, the novel coronavirus COVID-19 ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious.

WHEREAS, the exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, I agree as follows:

1. I understand that the Company cannot prevent my child from becoming exposed to, contracting, or spreading COVID-19 while being on the Company's Premises. It is not possible to prevent against the presence of the disease. Therefore, if I choose to have my child utilize the Company's Premises, he/she may be exposed to and/or increase his/her risk of contracting COVID-19.

2. ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of my child contracting COVID-19 in order to utilize the Company's Premises. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to have my child access the Premises.

3. I further hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the Company, its owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of my being on the Premises.

4. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Adult Participant

Acknowledgement of Understanding: I, the ADULT PARTICIPANT have read this Agreement and understand that I am giving up substantial rights, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to the Inherent Risks of JUMPZ Activities or the Ordinary Negligence of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Name of Adult Participant (Please Print) Signature of Adult Participant Date Cell Phone

Parent/Guardian of a Minor Participant

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all JUMPZ Activities. Further, I have read and fully understand this JUMPZ Assumption of Risk, Waiver of Liability, and Indemnification Agreement, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend my signature to be a complete release of all liability, including that due to the Inherent Risks of JUMPZ Activities or the Ordinary Negligence of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of JUMPZ Activities to my minor child and that the minor understands this Agreement. The following signature of the minor is to affirm understanding of the inherent risks of JUMPZ Activities and the voluntary assumption of these risks.

_____ Name of Parent/Guardian of Minor (Please Print)	_____ Signature of Parent/Guardian	_____ Date	_____ Cell Phone	_____ Email
_____ Name of Minor Participant	Age <u> </u> / <u> </u> / <u> </u> Birthdate	_____ Name of Minor Participant	Age <u> </u> / <u> </u> / <u> </u> Birthdate	
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