

WAIVER OF LIABILITY: MUST BE SIGNED BY ALL PARTICIPANTS

BOUNCE HUDSON VALLEY, LLC, (BHV) dba BOUNCE! TRAMPOLINE SPORTS (BTS) PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK

This is a contract – read before signing

In consideration of Bounce! Trampoline Sports (BTS) allowing me or a child for whom I am a parent or guardian (“Minor Child”) to participate in BTS activities, including, but not limited to trampoline jumping, trampoline park access, trampoline dodgeball, trampoline basketball, aerial training, fitness classes, bounce house and other athletic and amusement activities (collectively “Activities”), I agree to forever release, indemnify and discharge BOUNCE HUDSON VALLEY, LLC, BOUNCE! TRAMPOLINE SPORTS and their respective affiliates, agents, officers and directors on behalf of myself, my spouse, my children, 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, the Minor Child or act on our respective behalf’s. I represent that I am the parent or guardian of the Minor Child.

Trampolines expose its participants to the usual risk of cuts and bruises. Participants can fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibilities 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 must be done at the participant’s 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, BTS 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 acknowledge that my participation in a BTS game or activity 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.

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.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BTS from any and all claims, demands, or causes of action which are in any way connected with my participation in BTS activities or my use of BTS’s equipment or facilities including any such claims which allege negligent acts or omissions of BTS.

Should BTS 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.

In the event that I file a lawsuit against BTS, I agree to do so solely in the state of NY and I further agree to the sole and exclusive venue of Dutchess County, NY. I further agree that the substantive law of New York shall apply without regard to any conflict of law rules of that state. 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.

I hereby waive my right to trial by jury and agree that 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 the state of New York in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit Bounce Trampoline Sports, whether at the current location or any other location or facility.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

If the participant is a minor, I agree that this release of liability and assumption of risk agreement (“RELEASE”) is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as parent or legal guardian of the minor participant to bind the minor participant to this agreement.

If the participant is a minor, I further agree to defend, indemnify and hold harmless Bounce Trampoline Sports from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

In consideration of not being required to sign a fresh copy of this RELEASE before each visit, I further agree that **this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full.**

I grant BTS permission to use my, and the Minor Child's likeness in its publications, websites, and any and all marketing materials without payment. I agree to have my email address on the next page added to your database. I understand this information will never be sold or distributed to a third party.

THIS DOCUMENT IS 2 PAGES

By signing this document, I intend to forever waive my right and the rights of the Minor Child to maintain any lawsuit or action against BOUNCE HUDSON VALLEY, LLC or BOUNCE! Trampoline Sports based on any claim of personal injury or death or property loss or damage. I have had sufficient opportunity to read and understand this agreement 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.

***PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER’S LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND YOUR DATE OF BIRTH / AGE.**

SIGNATURE OF PARTICIPANT AND/OR PARENT or GUARDIAN

* SECTION REQUIRED FOR ALL PARTICIPANTS and the **PARENT** or **GUARDIAN** OF A MINOR CHILD (**YOU CANNOT SIGN FOR A FRIEND OR SOMEONE ELSE'S CHILD!**). *You must be 18 years of age or older to sign this document.* **ALL INFORMATION BELOW IS REQUIRED!**

Parent or Guardian Info: Full Name	Today’s Date
Email Address	Date of Birth
Home Phone	Cell Phone
Driver’s License State & Number	How did you hear about Bounce?
Street Address	Zip Code

**NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18 FOLLOWS:
*SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18**

PARENT’S OR GUARDIAN’S ADDITIONAL AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK - (Below must be completed for participants under the age of 18)

In consideration of the Minor Child (children) detailed below being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor as if the Minor Child (or children) was eighteen years old or older.

(REMINDER: YOU CANNOT SIGN FOR A FRIEND OR SOMEONE ELSE'S CHILD!)

Names of Minor Children	Date of Birth for Each Minor	Minor’s Relationship

SIGNATURE OF PARENT/GUARDIAN COMPLETING THIS FORM:	Name (completed by computer on electronic waiver):
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