

“JUMP ON IT” LIABILITY WAIVER

Jump On It Participant Agreement, Release, and Assumption of Risk

On behalf of myself, my children, my parents, my heirs, assigns, personal representatives, AND estate. and in consideration of the services provided by Jump On It, LLC, its agents, owners, officers, affiliates, volunteers, participants, employees, AND all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “Jump On It”), I hereby agree to release, indemnify, and discharge Jump On It as follows:

Please initial each paragraph below:

- _____ **1.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Jump On It from any and all claims, demands, or causes of actions which arise in any way from my activities at Jump On It’s facilities, including any such claims, demands, or causes of action alleging negligent acts or omissions by Jump On It.
- _____ **2.** I acknowledge that activities at Jump On It entail known AS WELL AS unanticipated risks that may result in physical AND/OR emotional injury, death, paralysis, or damage to myself, my property, or third parties. I further acknowledge that trampoline usage exposes participants to occasional cuts and bruises, and may expose users to more serious risks and injuries as well. I acknowledge that some of these more serious risks include, but are not limited to: falling off of the equipment; sprained or broken wrists and/or ankles; exhaustion; and other more serious injuries.
- _____ **3.** I expressly agree and promise to accept and assume all of the risks existing in this activity as described in paragraph 2 above. My participation in Jump On It activities is purely voluntary, and I elect to participate in those activities in spite of the risks. I further expressly agree that I will pay for the cost of medical assistance should my activities at Jump On It require such services.
- _____ **4.** I acknowledge that I may be injured by the actions of other participants who are also using Jump On It’s facilities and equipment, and I agree to release, indemnify, and discharge Jump On It for any injury or damages I incur that are caused or contributed to by another participant or participants.
- _____ **5.** I certify that I have adequate personal insurance to cover possible damage or injury that may occur to me OR THAT I MAY CAUSE TO SOMEONE ELSE while at Jump On It’s facilities, or, IN THE ALTERNATIVE, I agree to bear the costs of such injury or damage myself. I further expressly agree to assume the risk of injury or aggravation of injury resulting from any preexisting medical or physical condition that I may have, both known and unknown.
- _____ **6.** In the event that there is any litigation between myself and Jump On It, I agree that the only venue for such litigation will be in the state of Utah and further agree that the substantive law of Utah shall apply in such proceedings, regardless of the choice of law rules of another state. I further agree that should Jump On It be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold Jump On It harmless for all such fees and costs.
- _____ **7.** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- _____ **8. INTEGRATION CLAUSE.** I acknowledge that this agreement represents the entire understanding respecting the consequences of my activities at Jump On It’s facilities that exists between myself and Jump On It. I further acknowledge that all preexisting agreements, subsequent course of performance, or purported oral modification of the terms of this agreement that purport to establish different consequences for my activities at Jump On It’s facilities null and void.
- _____ **9.** By the very nature of the Activity jumping on trampolines carries a risk of physical injury. I acknowledge that foam pits, rock walls, and other obstacles are available for use in the Jump On It facility and also carry a risk of physical injury. No matter how careful the jumper/participant is, no matter how many spotters or referees are used, no matter what landing surface exists, the risk CANNOT be eliminated. Risk can be reduced but never eliminated. The risk of injury includes minor injuries, such as bruises, cuts, sprains, and more serious injuries such as broken bones, dislocations and muscle pulls. The risk also includes catastrophic injuries such as permanent paralysis or even death from landings or falls on the back, neck or head. By your paid admission you/jumper understand these risks.

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PARENT OR GUARDIAN LIABILITY WAIVER ON BEHALF OF MINOR

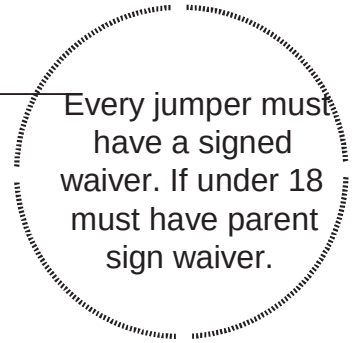
I certify that I am the parent or legal guardian of all below-listed minors, and that I have read this Liability Waiver. I agree ON BEHALF OF the below-referenced minor(s) to be legally bound by the Liability Waiver's terms and conditions. I further agree to be legally bound MYSELF by the Liability Waiver's provisions and to indemnify and hold harmless Jump On It for any claims I may have against Jump On It arising from the below-referenced minors' possible injuries or liabilities. I further agree that if it is determined that I AM NOT the parent or legal guardian of the above-referenced minor, I will PERSONALLY INDEMNIFY Jump On It for any potential liability or loss arising from the below-referenced minors' participation in activities at Jump On It's facilities.

10. I have read all posted advisory and caution signs inside the Jump On It facility. The Risk also includes catastrophic injuries such as permanent paralysis or even death from landings or falls on the back, neck or head. By your paid admission you/ jumper understand these risks.

By signing this waiver and initialing each paragraph, I agree to follow all safety standards and rules and agree to respect the safety of others while engaging in activities at Jump On It's facilities. I also acknowledge that if I am hurt, if I hurt someone else, AND/OR property is damaged during my participation in activities at Jump On It's facilities, I have waived my rights to maintain a lawsuit against Jump On It for liability or contribution if the injury or activity is covered by this Liability Waiver. I have read this Liability Waiver, and I agree to be bound by the terms therein.

Participant Information

Participant Name (s): _____



Address: _____ City: _____ Zip: _____

Emergency Contact Name: _____ Phone: _____

Relationship to Participant: _____

Participant Signature: _____ Date: _____

OR

Parent/Guardian Name (Print Clearly) : _____

Parent/Guardian Signature: _____ Date: _____

NOTE: All participants must complete this Liability Waiver. This Liability Waiver will entitle participants to jump for the duration of the calendar year. At the beginning of each new calendar year participants must sign a new Liability Waiver.