

Participant Agreement, Release and Assumption of Risk (The Agreement) – Trampoline World Gymnastics

Must be completed for participants under the age of 18 (Print names/birthdates below of children of the SAME parent or legal guardian):

Participant: First Name:

Last Name:

Birthdate:

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

This release may be executed and delivered electronically or by facsimile. Electronic or facsimile copies shall constitute originally signed copies requiring no further execution and shall have the same force and effect as originals. In consideration for gaining access to 780 Vondelpark Dr, Colorado Springs, CO, (the “Location”) and engaging the services of Gymnastics and Dance of Rockrimmon, Inc. dba. Trampoline World Gymnastics, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as “Trampoline World Gymnastics”), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, **and insurers** agree as follows:

I acknowledge that my participation in Trampoline World Gymnastics activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself my child(ren), or to third parties. Equipment used in the activity may break, fail or malfunction despite reasonable maintenance and use. Some of the equipment used in activities may inflict injuries even when used as intended. Persons using equipment may lose control of such equipment and cause injury to themselves and to others. I understand that such risks simply cannot be completely 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, including but not limited to injury, illness, damage or death. My and/or my child(ren)’s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I UNDERSTAND AND AGREE THAT TRAMPOLINE WORLD GYMNASTICS WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY THE GROSS NEGLIGENCE OF Trampoline World Gymnastics. In consideration of Trampoline World Gymnastics allowing my participation in trampoline games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to indemnify, defend, hold harmless, release and discharge Trampoline World Gymnastics of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Trampoline World Gymnastics’s ordinary negligence or the negligence of others: and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that except in the event of Trampoline World Gymnastics’s gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Trampoline World Gymnastics for any economic or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with Trampoline World Gymnastics trampoline activities, or the use of Trampoline World Gymnastics facility. Should Trampoline World Gymnastics or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

I certify that I and/or my children are physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my children may have whether known or unknown. I acknowledge that I have read the rules, (the “Trampoline World Gymnastics Rules”) governing my and/or my child(ren)’s participation in any activities at the Location. I certify that I have explained the Trampoline World Gymnastics Rules to the child(ren) listed in this waiver. I understand that the Trampoline World Gymnastics Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location. 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. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within **one year of the date of this Agreement** and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to Colorado law. I further agree that the arbitration will take place solely in the state of Colorado and that the substantive law of Colorado shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against Trampoline World Gymnastics, in addition to my agreement to defend and indemnify Trampoline World Gymnastics, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to Trampoline World Gymnastics. The binding arbitration clause is material and a breach of this provision would result in damages which would be difficult to estimate. I agree that \$5,000 liquidated damages is reasonable and not punitive. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I further grant Trampoline World Gymnastics the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television.

I further grant Trampoline World Gymnastics the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without compensation. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from Trampoline World Gymnastics at any time.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a claim or lawsuit against Trampoline World Gymnastics. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms. I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above. Upon signing this document, I automatically request and accept open training membership for myself and/or my children named above, into Trampoline World Gymnastics, which requires all participants of Trampoline World Gymnastics be members.

Parent/Legal Guardian/Participant' Signature (if 18 or older):
