

SPRINGFIELD TRAMPOLINE PARK, LLC d/b/a FLIGHT TRAMPOLINE PARK
PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

NOTICE: READ THIS FORM COMPLETELY AND CAREFULLY.

In consideration of being allowed to use the facility and to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities, snack bar access and any other amusement activities (collectively, "ACTIVITIES") provided by SPRINGFIELD TRAMPOLINE PARK, LLC, operator of FLIGHT TRAMPOLINE PARK, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "STP"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s) hereby agree to, and do forever release, indemnify, hold harmless and discharge STP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) **ACKNOWLEDGEMENT, UNDERSTANDING AND APPRECIATION OF THE RISKS:** I acknowledge, understand and appreciate that my participation in the ACTIVITIES entails known and unanticipated risks that could result in death, serious physical or emotional injury, paralysis, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slipping and falling; collision with fixed objects or people; injuries caused by stepping on or falling on equipment or items that have fallen from or were dropped by myself or another participant; injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck; injuries arising out of the negligence of or otherwise caused by other participants or myself; injuries due to my own physical or mental condition or any medical condition I may have whether known or unknown; injuries due to physical contact with others, including the risk of contracting illness or coming into contact with germs, bacteria or fungi whether by contact with equipment or with another participant, and any and all risks associated with exercise, physical exertion and physical activities (hereinafter referred to collectively as the "RISKS").

(2) **ASSUMPTION OF THE RISK.** I expressly agree and promise to accept and assume all of the RISKS. My participation in activities at STP is purely voluntary, and I elect to participate in spite of the RISKS.

YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY OR TO LET YOUR MINOR CHILD(REN)/WARD(S) ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF STP USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU OR YOUR CHILD(REN)/WARD(S) MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD(REN)'S/WARD'(S) RIGHT AND YOUR RIGHT TO RECOVER FROM STP IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY OR DEATH TO YOU OR YOUR CHILD(REN)/WARD(S), OR ANY PROPERTY DAMAGE, THAT RESULTS FROM THESE RISKS. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND STP HAS THE RIGHT TO REFUSE TO LET YOU OR YOUR CHILD(REN)/WARD(S) PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(3) **RELEASE OF LIABILITY.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless STP from any and all claims, demands, or causes of action, which are in any way connected with my or my child(ren)/ward(s) participation in activities at STP or my or my child(ren)'s/ward'(s) use of STP's equipment or facilities, including, to the extent permitted by law, any such claims which allege negligent acts or omissions of STP. I understand that this perpetual release/waiver will apply to each and every occasion that I or my child(ren)/ward(s) visit an STP facility.

(4) **ATTORNEYS' FEES, INSURANCE.** Should STP or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, including but not limited to, attorneys' fees and costs incurred to defend

_____ (PARTICIPANT/GUARDIAN INITIALS)

against claims brought by me, or on behalf of my child(ren)/ward(s), or by third parties, I agree to indemnify and hold STP or anyone acting on its behalf harmless for all such fees and costs. 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.

(5) **PHOTO RELEASE:** By entering STP and participating in the ACTIVITIES, I hereby grant STP on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with STP and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and in any 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.

(6) **APPLICABLE LAW/VENUE/ARBITRATION.** Any controversy between the parties hereto involving any claim arising out of or relating to use of the facilities, participation in the ACTIVITIES, or otherwise arising out of or relating to this agreement shall be submitted to and be settled by final and binding arbitration in Fairfax County, Virginia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In the event of litigation to enforce arbitration or settlement between the parties to this agreement, or in the event arbitration is not available, I agree to venue in the Courts of Fairfax County in the Commonwealth of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules of that state. I agree and understand that this agreement is intended to be as broad and as inclusive as permitted by law in the Commonwealth of Virginia and if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against STP on the basis of any claim from which I have released STP and any released party herein. I have had reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all of the terms and conditions set forth herein. I represent that I have the actual authority to and do hereby enter into this agreement on behalf of, and as an authorized agent, parent or legal guardian of any child(ren)/ward(s) listed on this agreement. I have read and knowingly and voluntarily have signed this agreement and specifically the release contained herein and further agree that no oral representations, statements or inducements have been made to me.

By signing below, I affirm, understand and agree to the above terms in their entirety.

First Name: Last Name: Date:
Birth Date: Phone: Email:

ENTER FULL NAME AND BIRTH DATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18

First Name #1: Last Name #1 : Birth Date:
First Name #2: Last Name #2 : Birth Date:
First Name #3: Last Name #3 : Birth Date:
First Name #4: Last Name #4 : Birth Date:

WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF ID TO VERIFY IDENTITY AND AGE.

_____ (PARTICIPANT/GUARDIAN INITIALS)