

SKY ZONE BOSTON PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Jump City Boston LLC and Smarty Pants, Inc. d/b/a Sky Zone Indoor Trampoline Park, RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone LLC, their agents, owners, principals, directors, members, managers, officers, affiliates, volunteers, participants, employees, representatives, agents and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "SZ"), I hereby agree on behalf of myself and my spouse, children, parents, heirs, assigns, personal representative and estate, as follows:

- 1. I am in good physical condition and able to use the SZ equipment or facilities and to participate in all SZ activities at my own risk. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times.
- 2. I acknowledge that my participation in a SZ trampoline game or activities 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.

The risks include, among other things: The use of trampolines entails certain inherent risks that simply cannot be eliminated. Trampolines expose their participants to the risk of cuts and bruises. Other more serious risks exist as well. Participants often 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 possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. 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 can cause serious injury and must be done at the participants own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, SZ 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.

- 3. I acknowledge that I have read SZ's posted rules and regulations governing the use of the SZ equipment and facilities, and I agree that I will fully comply with these rules and regulations. I will likewise: (i) participate in all SZ activities at my own pace and at my own risk; (ii) use good judgment and not overexert myself while using SZ equipment and facilities; and (iii) follow any SZ instructions concerning the use of SZ equipment and facilities. If I have any questions regarding the use of SZ equipment or facilities, I will consult an SZ employee.
- 4. 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.
- 5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SZ from any and all claims, demands, or causes of action, which are in any way connected with my participation in SZ activities or my use of SZ's equipment or facilities **including any such claims which allege negligent acts or omissions of SZ.**
- 6. Should SZ 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
- 7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in SZ activities, 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.
- 8. In the event that I file a lawsuit against SZ, I agree to do so solely in the state of Massachusetts, and I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of that state. 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.

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 lawsuit against SZ on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Participant's Name: _____ Date of Birth: _____ Today's Date: _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-Mail: _____ Phone: _____ Cell Phone: _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Participant's Signature (if over 18) _____

I further grant SZ, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from Sky Zone at any time.

**PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by SZ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SZ from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further certify that I am the parent or legal guardian of the minor on this agreement.

Parent or Legal Guardian's Signature: _____ Print Name: _____ Date: _____

Waiver accepted by _____ (SZ Employee)

The Sky Zone Indoor Trampoline Park playing courts are protected by United States Patent No. 5,624,122. This Sky Zone franchise is independently owned and operated.