

WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

*** This is an important legal agreement. Take your time to read it carefully. ***

This Participation Agreement is made and effective as of the last date executed (the “Effective Date”) by and between Soar Trampoline Park (“STP”) and the adult or parent/legal guardian (the “Adult”), who is executing this Participation Agreement personally and on behalf of himself/herself and any minor children specified herein (Adult and minor children are collectively referred to as the “Participants”). STP and Participants are collectively referred to as the “Parties.”

STP owns and/or operates a trampoline park and recreation center located at 1502 S. Madison Street, Webb City, Missouri 64870 (the “Trampoline Park”).

Guests at the Trampoline Park are offered the opportunity to use the equipment and observe or participate in a number of recreational activities, including but not limited to, trampoline activities, climbing activities, and other exercise and amusement activities (the “Activities”).

Some of the Activities offered at the Trampoline Park, particularly those involving trampoline and/or climbing equipment, are **inherently risky recreational activities that carry a significant risk of serious physical injury, death, and/or damage to property.**

That is why **safety is the top priority** at the Trampoline Park. STP will not permit access to the Trampoline Park unless Participants agree to read and abide by all safety rules and policies, confirm that they understand and appreciate the inherent risks and potential injuries associated with the Activities, and agree that they are voluntarily willing to take personal responsibility for any injuries, damage, or death that may result from Participants’ use of Trampoline Park facilities.

Participants desire to access the Trampoline Park to observe and/or participate in the Activities or otherwise use the Trampoline Park facilities. Participants agree that participation in the Activities is purely voluntary and intended solely for amusement and recreational enjoyment.

Participants agree that they were given ample opportunity to read this entire Participation Agreement and warrant that they have either consulted an attorney regarding this Participation Agreement or have elected not to do so. Participants further agree that they fully understand the inherent risks and potential injuries associated with the Activities at the Trampoline Park, and voluntarily and unconditionally agree to all of the terms, statements, warranties, notices, representations, conditions, waivers, and releases set forth in this Participation Agreement.

PARTICIPANTS UNDERSTAND THAT BY SIGNING THIS PARTICIPATION AGREEMENT, THEY ARE GIVING UP LEGAL RIGHTS THAT THE ADULT AND/OR MINOR PARTICIPANTS MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE RELEASED PARTIES, INCLUDING CLAIMS BASED UPON NEGLIGENT ACTS OR OMISSIONS. PARTICIPANTS ARE GIVING UP THESE IMPORTANT LEGAL RIGHTS KNOWINGLY, VOLUNTARILY, FREELY, UNDER NO THREAT OF DURESS, AND WITHOUT INDUCEMENT, PROMISE, OR GUARANTEE.

In consideration for STP permitting Participants to access the Trampoline Park and allowing Participants to observe and/or participate in Activities, or otherwise use the Trampoline Park facilities and equipment, Participants fully, knowingly, and voluntarily agree as follows:

1. Waiver and Release of Liability for Ordinary Negligence

Participants, on behalf of themselves, and their spouses, parents, children/wards, heirs, next of kin, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the “Releasing Parties”), expressly agree and promise to forever, finally, fully, permanently and unconditionally waive, release, acquit, and discharge STP and its present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, volunteers, participants, trainers, attorneys, and insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the “Released Parties”), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, anticipated or unanticipated, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, **whether caused by the negligence of Released Parties or otherwise**, that arise out of or relate in any way to Participants’ access to the Trampoline Park, use of the facilities or equipment, or observation of or participation in the Activities, and any claims for costs, expenses and attorneys’ fees associated therewith.

2. Indemnification

Releasing Parties hereby indemnify and covenant to hold harmless and defend, to the fullest extent permitted by law, the Released Parties from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, anticipated or unanticipated, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, **whether caused by the negligence of Released Parties or otherwise**, that arise out of or relate in any way to Participants’ access to the Trampoline Park, use of the facilities or equipment, or observation of or participation in the Activities, and any claims for costs, expenses and attorneys’ fees associated therewith.

3. Assumption of Risk

Participants know, understand and acknowledge that the Activities and use of trampoline and climbing equipment (including such equipment at the Trampoline Park) constitutes an inherently risky recreational activity that may result in serious injury, death, or damage to property.

Participants know, understand and acknowledge that these risks include, but are not limited to, falling off equipment, double bouncing, collision with fixed objects and/or people, slipping and falling, unexpected failure of equipment, over-exertion, failed attempted jumps and stunts,

flipping, running and/or bouncing off walls or other surfaces, contracting any illnesses from contact with equipment and/or flooring surfaces in the Trampoline Park, defects in the Trampoline Park equipment or facilities, improper or inadequate instruction or supervision regarding the Activities or Trampoline Park equipment or facilities, first aid, emergency treatment, or services rendered or failed to be rendered by the Released Parties, and the behavior and negligence of Participants, other participants and/or third parties.

Participants know, understand and acknowledge that the known and unanticipated risks associated with the Activities and use of trampoline and climbing equipment (including such equipment at the Trampoline Park) could result in physical injury including, but not limited to, bruises, sprains, scrapes, cuts, contusions, lacerations, rope burn, pinched fingers/toes, dislocations, fractures, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death, or other bodily or emotional injury to Participants and/or third parties.

Participants know, understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unanticipated risks may also result in serious injury, death, illness or damage to Participants, third parties, and/or property.

Participants expressly agree and promise to accept and assume all of the risk of physical or emotional injury, death, damage to property, and injury or damage to themselves and third parties that arise out of or relate in any way to Participants' past, present or future observation of or participation in the Activities and/or use of the equipment or facilities at the Trampoline Park.

Participants fully understand and agree that certain risks inherent in the Activities cannot be avoided or eliminated, and that by signing this Participation Agreement, the Releasing Parties are **giving up the right to recover from the Released Parties** in a lawsuit or other proceeding for any damages that result from such risks. Participants freely elect to access the Trampoline Park, use the Trampoline Park equipment and facilities, observe and/or participate in the Activities, and to allow minor Participants to do the same, despite the known and unanticipated risks.

4. Covenant Not to Sue

Participants expressly acknowledge and agree that participation in the Activities and use of the trampoline and climbing equipment at the Trampoline Park is purely voluntary. Participants understand that they have the right to refuse to sign this Participation Agreement and that STP has the right to refuse to allow Participants to access the Trampoline Park, use the equipment, or observe or participate in Activities if Participants do not consent to this Participation Agreement.

Releasing Parties hereby covenant **not to sue** Released Parties on account of any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, anticipated or unanticipated, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, **whether caused by the negligence of Released Parties or otherwise**, that arise out of or relate in any way to Participants' access to the Trampoline Park, use of the facilities or

equipment, or observation of or participation in the Activities, and any claims for costs, expenses and attorneys' fees associated therewith.

Participants further understand and agree that, except in the event of STP's gross negligence and willful and wanton misconduct, Releasing Parties shall not bring any such charges, claims, disputes, demands, suits, causes of action, or rights of action against the Released Parties, **including such claims which allege negligent acts or omissions of Released Parties.**

5. Health and Fitness Certifications

Participants understand and acknowledge that STP strongly encourages every participant, including Adult and minor Participants, to obtain medical clearance prior to participating in the Activities or using the equipment or other facilities at the Trampoline Park.

Participants hereby certify that they have no knowledge of any health problems that would cause participation in the Activities to negatively impact the health of Adult or minor Participants. Participants further certify, represent, and warrant that Adult and minor Participants possess a sufficient level of physical fitness and skill to safely use the equipment at the Trampoline Park and to participate in the Activities and that neither Adult nor minor Participants have any pre-existing physical or medical conditions that might be impacted or otherwise worsened by the use of the Trampoline Park equipment or participation in the Activities, including but not limited to pregnancy, orthopedic issues, back or neck problems, heart conditions, or breathing problems.

Adult agrees not to use, or to allow minor Participants to use, the equipment or any other facilities at the Trampoline Park under the influence of any drug, alcohol, medication, or other substance that may impair Adult or minor Participants' physical activities or judgment.

Adult agrees to notify STP staff before Adult or minor Participants use the equipment at the Trampoline Park or participate in Activities if either Adult or minor Participants have been diagnosed with behavior disorders or are taking any behavior modification medications.

Participants agree to inform STP staff immediately if Participants feel any unusual discomfort while participating in the Activities and to immediately stop (or cause minor Participants to stop) participation in the Activities in the event of such discomfort.

Participants authorize the Released Parties to administer emergency first aid and/or CPR to Adult or minor Participants when deemed necessary by Released Parties. Participants further authorize the Released Parties to secure emergency medical care or transportation if deemed necessary by the Released Parties and agree to assume all costs of such care or transportation.

6. Safety Certifications and Assurances

Participants understand and acknowledge that it is STP's policy to have all participants review the Trampoline Park's safety rules and policies, which cover some but not all of the risks related to participation in the Activities and use of the equipment at the Trampoline Park, upon each and every visit to the Trampoline Park. **Participants agree to adhere to all safety policies.**

Participants agree to read and follow the safety rules of the Trampoline Park and to cause other participants (including minor children) to follow such safety rules, including without limitation the safety rules and policies posted within the Trampoline Park. Participants agree to immediately alert STP staff to any rule violations or dangerous behavior of other participants.

Participants further agree and understand that STP staff may need to end Participants' use of the equipment at the Trampoline Park and participation in the Activities if Participants' actions or behavior present a danger to Participants, STP staff, other participants, and/or third parties.

Participants know, understand and acknowledge that STP's safety rules have been implemented for the safety of all guests at the Trampoline Park. Participants agree and understand that failure or refusal to abide by STP's safety rules, or by instructions or directions of STP staff, can lead to the immediate expulsion of Participants and revocation of the right to participate in the Activities or access the Trampoline Park, without any right to refund of any payments made.

7. Release of Rights to Audio, Video and Photographic Images

Participants hereby grant STP the irrevocable right and permission to photograph and/or record Participants, including minor children, in connection with the Activities and the Trampoline Park and to use the resulting photographic images, audio, or video 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, and without any reimbursement of any kind due to Participants.

Participants further waive any right to inspect or approve of any such photographic images, audio, or video. Participants further agree that STP will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the photographic images, audio and video and the results and proceeds derived therefrom.

8. Entire Agreement; Binding Nature

Participants understand and agree that this Participation Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged, or abridged except by written agreement executed by the Parties. The provisions of this Participation Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

9. Severability

All of the provisions of this Participation Agreement shall be considered as separate terms and conditions. Participants understand, acknowledge and agree that, in the event that any provision of this Participation Agreement is determined to be invalid, prohibited or unenforceable by a court of law or other body of competent jurisdiction, this Participation Agreement shall be construed as if such invalid, prohibited, or unenforceable provision had been narrowly drawn so as not to be invalid, prohibited, or unenforceable.

Notwithstanding the foregoing two sentences, in the event that any of the provisions of this Participation Agreement should be determined to be invalid, prohibited, or unenforceable, the validity, legality and enforceability of the remaining provisions contained in this Participation Agreement shall not in any way be affected or impaired thereby.

10. Choice of Law and Jurisdiction

Participants agree and acknowledge that this Participation Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to any conflict of law rules of the State of Missouri or any other state. In executing this Participation Agreement, Participants expressly intend and desire for the substantive laws of the State of Missouri to govern the validity and enforceability of this Participation Agreement.

11. Mediation and Arbitration

Participants agree and acknowledge that any and all disputes, claims, or controversies arising out of or relating in any way to this Participation Agreement, the relationship of the Parties in any respect, and/or Participants' access to the Trampoline Park, use of the equipment or facilities, and/or observation of or participation in the Activities, **shall first be submitted to a formal mediation**, and that engaging in such mediation is a **condition precedent** to bringing any claim against the Released Parties arising from or related to this Participation Agreement. Such mediation shall be conducted in accordance with the then-current Commercial Mediation Procedures of the American Arbitration Association.

Mediation shall be deemed to be in the nature of settlement negotiations and any dispute not otherwise satisfactorily resolved by mediation shall be submitted to and settled by **mandatory, final, and binding arbitration** in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association.

Any mediation and/or arbitration shall be conducted in the State of Missouri and the substantive law of Missouri shall apply. If arbitration is not available, or in the event of litigation to enforce arbitration or settlement between the Parties, Participants agree that sole jurisdiction and venue shall be in the state and federal courts located in the State of Missouri and Releasing Parties waive any defense of jurisdiction and/or venue that may now or hereafter exist.

12. Attorneys' Fees

Should the Released Parties be required to incur attorneys' fees and/or costs to enforce this Participation Agreement, Releasing Parties hereby agree to indemnify and hold Released Parties harmless for all such fees and costs.

Should the Released Parties obtain a judgment against the Releasing Parties pursuant to this Participation Agreement, pre-judgment and post-judgment interest shall accrue thereon at the maximum amount allowed by applicable law.

13. Representations, Warranties, and Further Assurances

Participants represent and warrant that they have and will maintain adequate medical and/or other insurance to cover and pay for any possible injury or damage that may occur to themselves, other participants, third parties, and/or property that arise out of or relate in any way to Participants' admission into the Trampoline Park, use of the facilities or equipment, and/or observation of or participation in Activities at the Trampoline Park.

Adult represents and warrants that he/she is over the age of 18 and/or is the parent or legal guardian of the minor Participants referenced herein and listed below and has the authority to sign this Participation Agreement on their behalf. Adult further certifies that the information provided below for Adult and for each minor Participant is true and correct. Adult acknowledges that STP staff may require Adult to present a photo I.D. to verify Adult's age and/or identity.

Participants understand that this Participation Agreement shall continue in full force and legal effect, and will be in full force and legal effect, each and every time Adult and/or minor Participants visit the Trampoline Park, whether at the current location or any other location or facility. Participants understand and agree that STP may require Participants to sign a new agreement at any time as a requirement for Participants to access the Trampoline Park, use the equipment or other facilities, or to observe or participate in the Activities at the Trampoline Park.

ADULT PARTICIPANTS

MUST be Over the Age of 18

Adult Participant's Signature: _____

Date: _____

First Name:

Last Name:

Birthdate:

Street Address:

City/State:

Zip Code:

Cell Phone:

Home Phone:

Email Address:

Emergency Contact Information:

First Name:

Last Name:

Relationship:

Street Address:

City/State:

Zip Code:

Cell Phone:

Home Phone:

Email Address:

Accepted by: _____ **(STP Employee/Representative)**

PARENT/LEGAL GUARDIAN AND MINOR PARTICIPANTS

MUST be Completed for ALL Participants Under the Age of 18

Parent/Legal Guardian's Signature: _____

Date: _____

First Name:

Last Name:

Birthdate:

Street Address:

City/State:

Zip Code:

Cell Phone:

Home Phone:

Email Address:

Minor Participants:

Print up to four names and birthdates below of children of the SAME parent or legal guardian

Participant 1:

First Name:

Last Name:

Birthdate:

Participant 2:

First Name:

Last Name:

Birthdate:

Participant 3:

First Name:

Last Name:

Birthdate:

Participant 4:

First Name:

Last Name:

Birthdate:

Emergency Contact Information:

First Name:

Last Name:

Relationship:

Street Address:

City/State:

Zip Code:

Cell Phone:

Home Phone:

Email Address:

Accepted by: _____ **(STP Employee/Representative)**