

**FLIPPIN OUT, LLC (D/B/A ROCKIN' JUMP) PARTICIPANT AGREEMENT,
INDEMNIFICATION, WAIVER AND LIABILITY RELEASE, AND ASSUMPTION OF RISK**

(1) I acknowledge and agree that this Agreement covers and is intended to release Flippin Out, LLC d/b/a Rockin' Jump (collectively referred herein as "ROCKIN' JUMP") and its respective and collective agents, owners, officers, managers, shareholders, parent, subsidiaries, franchisees and franchisors, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf.

(2) In consideration of being allowed to use and participate in ROCKIN' JUMP's premises, equipment, services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, trampoline bag jump, aerial training, fitness classes, ninja course, trampoline courts, arcade games, lockers and cafe access, and any other amusement or recreation activities (collectively "ACTIVITIES"), I, on behalf of myself and/or on behalf of my minor child(ren)/ward(s), hereby agree follows

(3) **ASSUMPTION OF RISK:** I acknowledge that I and/or my child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the ACTIVITIES, which I agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained trampoline monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my child(ren)/ward(s), ROCKIN' JUMP, and/or any other person and/or entity. I hereby voluntarily assume all such risks. I further understand and acknowledge that ROCKIN' JUMP does not manufacture the trampolines or other equipment in its facilities, but purchases and/or leases the trampolines and equipment and therefore ROCKIN' JUMP may not be held liable for defective products.

(4) **RELEASE OF LIABILITY.** I hereby irrevocably and **unconditionally release**, waive, relinquish, discharge from liability and covenant not to sue ROCKIN' JUMP from **any and all claims**, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, **related to or arising, directly or indirectly, from my or my child(ren)/ward(s)' use of Rockin' Jump's premises, equipment, services and activities, including without limitation, any claim for negligence and/or recklessness, arising from property damage, personal or bodily injury, emotional injury, illness, or death to the maximum extent allowed by law.**

(5) **LIABILITY FOR PROPERTY:** ROCKIN' JUMP is not liable to you or your guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about the Rockin' Jump premises including, but not limited to, a vehicle or its content or any property in a locker, whether or not Rockin' Jump was negligent.

(6) **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless ROCKIN' JUMP from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by ROCKIN' JUMP, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments ROCKIN' JUMP incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to ROCKIN' JUMP and/or any and all other persons and entities acting in any capacity on behalf of ROCKIN' JUMP, or to others while at the ROCKIN' JUMP premises.

(7) **ATTORNEYS' FEES:** I promise to indemnify ROCKIN' JUMP for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of ROCKIN' JUMP, pre-judgment and post-judgment interest shall accrue thereon at the legal rate.

(8) **PHOTO RELEASE:** By entering ROCKIN' JUMP and participating in the ACTIVITIES, I hereby grant ROCKIN' JUMP 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 ROCKIN' JUMP and to use the photograph and/or recording for promotional purposes. 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.

(9) **TERM OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit ROCKIN' JUMP, whether at the current location or any other location or facility.

(10) **VENUE/MEDIATION:** In the event a lawsuit is filed by or against ROCKIN' JUMP, I agree to the sole and exclusive venue of the Judicial District of Fairfield at Bridgeport in the State of Connecticut for any litigation commenced in state court. If litigation is commenced in federal court, I agree to the sole and exclusive venue of the United States District Court for the District of Connecticut. I further agree that the substantive law of Connecticut shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Prior to the initiation of any lawsuit, I agree to participate in mediation, in person, with ROCKIN JUMP, before a mediator acceptable to all parties, to attempt to resolve the dispute without litigation.

By signing this document and/or by clicking "Accept Waiver," I understand that I may be found by a court of law to have forever waived any right I and/or my child(ren)/ward(s) may have to maintain any action against ROCKIN' JUMP on the basis of any claim from which I have released ROCKIN' JUMP and any released party herein. I have had a 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 terms and conditions set forth herein. By signing below and/or by clicking "Accept Waiver," I also agree that all releases, waivers, and promises herein are binding on the minor participant(s) listed below, and I further agree that I have full authority as Parent/Guardian to bind the minor participant to this agreement.

I FURTHER ACKNOWLEDGE THAT IF I AM COMPLETING THIS WAIVER ON BEHALF OF A MINOR CHILD, THAT I AM THE PARENT OR LEGAL GUARDIAN OF SAID MINOR CHILD. I UNDERSTAND THAT IF I AM NOT THE PARENT OR LEGAL GUARDIAN, I WILL BE RESPONSIBLE TO INDEMNIFY AND HOLD HARMLESS ROCKIN' JUMP FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES WHATSOEVER PAID, INCURRED, AND/OR SUFFERED BY ROCKIN' JUMP AS A RESULT OF ANY INJURY OR OTHER LOSS TO, OR CAUSED BY, SAID MINOR CHILD, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL ATTORNEYS' FEES, COSTS, DAMAGES, AND/OR JUDGMENTS ROCKIN' JUMP INCURS.

I understand and agree that I may be asked to update this waiver on an annual basis and further hereby agree to conduct this transaction by electronic means.

**** PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE. ****

This ROCKIN' JUMP is independently owned and operated

Name: _____

Date: _____

Birthdate: _____

Jump Date: _____

Address: _____

E-Mail Address: _____

Phone Number: _____

Signature: _____

Childs Name: _____

Childs Birthdate: _____

Childs Name: _____

Childs Birthdate: _____

Childs Name: _____

Childs Birthdate: _____