

PARTICIPANT WAIVER AND AGREEMENT TO ASSUME RISK, DEFEND, INDEMNIFY, RELEASE, AND ARBITRATION

("Agreement")

Must be completed for each participant under the age of 18

By this Agreement, I voluntarily elect to use, and to allow the minor child(ren) identified below and all minor children under my supervision (referred to individually and collectively herein as "Child(ren)") to use, Jumpstreet's facilities and equipment located at 7969 E Arapahoe Rd. Greenwood Village, CO 80112, (the "Jumpstreet Park"). In consideration for being allowed to use the Jumpstreet Park, and any other services or activities provided by FLIGHT FIT N FUN (GREENWOOD VILLAGE) LLC D/B/A JUMPSTREET GREENWOOD VILLAGE or its employees or agents at the Jumpstreet Park, or any other location within the State of Colorado, on behalf of myself and the Child(ren) identified below, I represent acknowledge and agree as follows:

GENERAL RELEASE

_____(Initial Here) I acknowledge and agree that this Agreement is intended to release and provide other benefits, legal protections, and consideration to FLIGHT FIT N FUN (GREENWOOD VILLAGE) LLC D/B/A JUMPSTREET GREENWOOD VILLAGE, FFNF-JS, LLC, FLIGHT FAMILY ENTERTAINMENT HOLDINGS LLC and their respective and collective agents, owners, operators, officers, managers, shareholders, affiliates (or any entity affiliated with Jumpstreet or Flight Fit N Fun), volunteers, participants, employees, insurers, successors, predecessors-in-interest, sponsors, manufacturers, contractors, lenders and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, "FFNF").

RELEASE OF POTENTIAL INJURIES

_____(Initial Here) I ACKNOWLEDGE AND AGREE THAT THE USE OF TRAMPOLINES AND THE OTHER EQUIPMENT AT THE JUMPSTREET PARK AND THAT PARTICIPATING IN TRAMPOLINE AND OTHER ACTIVITIES IS INHERENTLY AND OBVIOUSLY DANGEROUS, AND THAT SUCH DANGERS CANNOT BE ENTIRELY REMOVED OR ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY, WHICH I ACKNOWLEDGE AND AGREE ARE PURELY RECREATIONAL. I ACKNOWLEDGE AND AGREE THAT THE RISKS OF PARTICIPATION INCLUDE SERIOUS PHYSICAL AND EMOTIONAL INJURY, PARALYSIS, DEATH, DAMAGE TO MYSELF, THE CHILD(REN), AND OTHERS, AND DAMAGE TO PERSONAL PROPERTY, AS WELL AS OTHER RISKS, BOTH KNOWN AND UNKNOWN.

VOLUNTARY ASSUMPTION OF RISK

_____(Initial Here) I ACKNOWLEDGE AND AGREE THAT I AND THE CHILD(REN) ARE PARTICIPATING VOLUNTARILY AT OUR OWN RISK. WHILE THE TRAMPOLINE AND OTHER ACTIVITIES THAT TAKE PLACE AT THE JUMPSTREET PARK ARE MONITORED GENERALLY BY JUMPSTREET PARK EMPLOYEES, I ACKNOWLEDGE AND AGREE THAT IT IS NOT REASONABLE TO EXPECT SUCH EMPLOYEES TO MONITOR THE ACTIVITIES AND ACTIONS OF ALL CUSTOMERS AT ALL TIMES. EQUIPMENT USED IN TRAMPOLINES OR OTHER ACTIVITIES OR APPARATUSES 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. BY SIGNING THIS AGREEMENT, I TAKE FULL RESPONSIBILITY FOR MY OWN ACTIONS AND HEALTH, ALONG WITH THE ACTIONS AND HEALTH OF THE CHILD(REN) IN MY CARE. I ACKNOWLEDGE AND AGREE THAT THE ACTIONS OR ACTIVITIES OF OTHER CUSTOMERS OR THE ACTIONS OR INACTIONS OF JUMPSTREET PARK EMPLOYEES COULD CAUSE ME OR THE CHILD(REN) SIGNIFICANT BODILY INJURY (AS DESCRIBED ABOVE), AND THAT FFNF IS NOT RESPONSIBLE FOR THE ACTIONS OR ACTIVITIES OF CUSTOMERS USING THE JUMPSTREET PARK OR THE NEGLIGENCE OF ITS EMPLOYEES IN SUPERVISING THE JUMPSTREET PARK OR ITS USAGE, INCLUDING ACTIONS, ACTIVITIES, OR OMISSIONS THAT RESULT IN ANY SUCH HARM OR INJURY.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

_____(Initial Here) I ACKNOWLEDGE, ACCEPT, AND ASSUME THE RISK OF ANY AND ALL MEDICAL CONDITIONS, LIMITATIONS, OR DISABILITIES (WHETHER TEMPORARY OR PERMANENT) THAT I OR THE CHILD(REN) POSSESS, WHETHER KNOWN OR UNKNOWN, THAT COULD CONTRIBUTE TO OR EXACERBATE ANY INJURY I OR THE CHILD(REN) MAY SUFFER AS A RESULT OF USING THE JUMPSTREET PARK OR ANY OF ITS EQUIPMENT. IF MEDICAL ASSISTANCE OF ANY FORM (INCLUDING EMERGENCY CARE, HOSPITALIZATION, OUT-PATIENT CARE, AND/OR PHYSICAL THERAPY) IS REQUIRED OR PERFORMED AS A RESULT OF ANY INJURY I OR THE CHILD(REN) SUFFER AT THE JUMPSTREET PARK, SUCH ASSISTANCE SHALL BE AT MY OWN EXPENSE. I warrant and represent that I have sufficient insurance coverage to pay for such medical assistance.

RELEASE OF LIABILITY

_____(Initial Here) ON BEHALF OF MYSELF AND THE CHILD(REN), I HEREBY FOREVER, IRREVOCABLY, AND UNCONDITIONALLY RELEASE, WAIVE, RELINQUISH, DISCHARGE FROM LIABILITY, AND COVENANT NOT TO SUE FFNF FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, ACTIONS, SUITS, CAUSES OF ACTION, OBLIGATIONS, DEBTS, COSTS, LOSSES, CHARGES, EXPENSES, ATTORNEYS' FEES, 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 THE CHILD(REN)'S ACCESS TO AND/OR USE OF THE JUMPSTREET PARK, PREMISES, AND/OR ITS EQUIPMENT (WHETHER TRAMPOLINES OR OTHERWISE), THE CHILD(REN)'S AND/OR MY ENTRY INTO THE JUMPSTREET PARK, THE CONDITION, MAINTENANCE, INSPECTION, SUPERVISION, CONTROL, OR SECURITY OF THE JUMPSTREET PARK, THE FAILURE TO WARN OF DANGEROUS CONDITIONS IN CONNECTION WITH THE JUMPSTREET PARK, AND/OR THE ACTS OR OMISSIONS OF FFNF INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR NEGLIGENCE, FAILURE TO WARN OR OTHER OMISSION, PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL INJURY, ILLNESS, BODILY HARM, PARALYSIS, OR DEATH, INCLUDING ANY SUCH LOSSES, CLAIMS, OR INJURIES CAUSED OR RESULTING FROM THE SOLE NEGLIGENCE OF FFNF. I understand that this release and waiver applies not only to use of the trampolines, but also all other equipment, attractions, activities, games, and actions of other guests and participants at the Jumpstreet Park. I also understand that this release and waiver applies to and includes all activities in which I or the Child(ren) engage at the premises, whether inside or outside the Jumpstreet Park. I expressly agree that the foregoing release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado.

INDEMNIFICATION

_____(Initial Here) ON BEHALF OF MYSELF AND THE CHILD(REN), I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS FFNF FROM AND AGAINST ANY AND ALL LOSSES OR LIABILITY, CLAIMS, OBLIGATIONS, COSTS, DAMAGES, AND/OR EXPENSES, ARISING OUT OF MY OR THE CHILD(REN)'S ACCESS TO AND/OR USE OF THE JUMPSTREET PARK, PREMISES, AND/OR ITS EQUIPMENT (WHETHER TRAMPOLINES OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO ANY LOSSES OR CLAIMS CAUSED OR RESULTING FROM THE SOLE NEGLIGENCE OF FFNF. INDEMNIFICATION HEREIN INCLUDES ANY AND ALL ATTORNEYS' FEES, COSTS, DAMAGES, AND/OR JUDGMENTS FFNF INCURS.

ARBITRATION OF DISPUTES: TIME LIMIT TO BRING CLAIM: CHOICE OF LAW

_____(Initial Here) I agree to arbitrate any and all disputes that arise relating to my and/or the Child(ren)'s use of FFNF's facilities. I understand that, by agreeing to arbitrate any dispute as set forth in this section, I AM WAIVING MY RIGHT, AND THE RIGHT(S) OF THE CHILD(REN), TO MAINTAIN A LAWSUIT IN A COURT OF LAW AGAINST FFNF FOR ANY AND ALL CLAIMS COVERED BY THIS AGREEMENT. BY AGREEING TO ARBITRATE, I UNDERSTAND THAT I WILL NOT HAVE THE RIGHT TO HAVE MY AND/OR THE CHILD(REN)'S CLAIM DETERMINED BY A JURY. Reciprocally, FFNF waives its right to maintain a lawsuit against me and the Child(ren) for any and all claims covered by this Agreement, and FFNF will not have the right to have its claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD(REN)'S ACCESS TO AND/OR USE OF THE JUMPSTREET PARK, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE JUMPSTREET PARK, COLORADO, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. IF NO JAMS OFFICE IS LOCATED WITHIN 100 MILES OF THE JUMPSTREET PARK, I AND FFNF SHALL WORK COLLECTIVELY TO SELECT AND UTILIZE A SIMILAR AND MUTUALLY AGREEABLE ARBITRATION PROVIDER. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Colorado, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and Policy On Consumer Minimum Standards Of Procedural Fairness.

SPECIFIC RELEASE FOR REDUCED LIGHTING ACTIVITIES

_____(Initial Here) I acknowledge that the Jumpstreet Park may, at any time, engage in promotions that involve the use of reduced and altered or theatrical lighting and special effects, which can increase the inherent and obvious dangers of the activity for both participants and observers. Such increased risks can lead to physical or emotional injury, paralysis, death, or damage to myself, the Child(ren), and/or third parties, and damage to personal property of any or all such persons. I understand that special rules apply to participation in and observation of such activities, and that I and the Child(ren) may choose not to participate in or observe such activities. I ACKNOWLEDGE AND AGREE THAT I AND THE CHILD(REN) MAY VOLUNTARILY PARTICIPATE IN OR OBSERVE SUCH ACTIVITIES SOLELY AND EXCLUSIVELY AT OUR OWN RISK AND THAT, BY PARTICIPATING, WE WAIVE THE RIGHT TO SEEK DAMAGES FOR ANY INJURIES THAT OCCUR.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child(ren)'s use of the Jumpstreet Park, I consent to the recording of the Child(ren)'s and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize FFNF to use, without compensation, in perpetuity, such Recordings, as well as the Child(ren)'s name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Jumpstreet Park. I further agree that the foregoing includes the consent to use the Child(ren)'s and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

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 the Child(ren) visit FFNF, whether at the current location or any other location or facility.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE RULES:

- a) You acknowledge that there are inherent risks in the participation in or on any trampoline court, and that such risks include not only the use of trampolines, but other activities and equipment. Patrons of a trampoline court who use trampolines, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the trampoline court and other equipment, and while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
- b) You have a duty to NOT participate in any activity on any trampoline court, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
- c) You have a duty to properly use all safety equipment provided, whether for the trampolines at the trampoline court, other equipment, or otherwise.
- d) You have a duty to not participate in any activity on any trampoline court, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you may be pregnant.
- e) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) You have a duty to avoid bodily contact with other patrons.
- g) You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in any trampoline park activity, whether involving the use of trampolines, other equipment, or otherwise.
- h) You have a duty to avoid crowding or overloading individual sections of the trampoline court, or other equipment.
- i) You have a duty to use the trampoline court, and other equipment, within your own limitations, training and acquired skills.
- j) You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when landing on the trampoline court bed, or elsewhere, whether involving the trampoline, other equipment, or otherwise.
- k) You also agree to follow and obey all posted and stated warnings and patron education signs.
- l) You agree to read, understand, and explain all requirements and safety rules to each Child you accompany, and to ensure that each Child obeys the requirements and safety rules as mandated by 7CCR1101-12.

I would like to receive email promotions, discounts, and other advertisements from FFNF and its partners at the email address provided below. I may unsubscribe at any time.

I have had sufficient opportunity to read this document. If I had any questions about this document, I have had an opportunity to ask them of FFNF and have done so. I have read this document, understand this document, and agree to be bound by its terms. I understand that employees working at the Jumpstreet Park, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between FFNF and me relating to the Child(ren)'s and my use of the Jumpstreet Park. There are no other agreements, oral, written, or implied, with respect to such matters. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force. All terms above are included in this Agreement regardless of whether the provisions set forth above were initiated by the signatory below.

By signing below, I represent and warrant that I am the parent, legal guardian, or power-of-attorney of the below-listed Child(ren) and have the authority to execute this Agreement on the Child(ren)'s behalf and to act on the Child(ren)'s behalf. **I HAVE CAREFULLY READ EACH AND EVERY PARAGRAPH IN THIS DOCUMENT AND I AND THEY AGREE TO BE BOUND BY THE TERMS STATED HEREIN, INCLUDING THE RELEASE OF LIABILITY CONTAINED THEREIN.** I further agree to indemnify and hold harmless FFNF from any and all claims brought by or on behalf of the Child(ren), which are in any way connected with, arise out of, or result from their use of the Jumpstreet Park. I am 18 years of age or older. I am entering into this Agreement on behalf of myself, my spouse or domestic partner, the Child(ren), and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons.

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILD(REN) ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM JUMPSTREET, FLIGHT FIT N' FUN OR ANY FLIGHT FIT N' FUN RELATED ENTITY. I FURTHER ACKNOWLEDGE THAT I AND MY CHILD(REN) HAVE AGREED TO ARBITRATE ANY DISPUTE AND WAIVE THE RIGHT TO HAVE A JURY OR A JUDGE RESOLVE ANY SUCH DISPUTE.

MINOR PARTICIPANT NAME	DATE OF BIRTH

Parent/Legal Guardian/Power of Attorney/Participant' Signature (if 18 or older)

Date:

Parent/Legal Guardian/Power of Attorney/Participant Information (if 18 or older)
Please Print Clearly Using Blue or Black Ink.

Signer First Name		Signer Last Name		Signer Birth Date	
Street Address			City	State/Province	Zip/Postal Code
Phone Number			Email Address		

Check box if you would not like to receive free email promotions and discounts to the email address provided above, I may unsubscribe from emails at any time.