Participant Agreement, Release and Assumption of Risk (The Agreement) – St. Louis

Please print and fill out highlighted areas completely or complete electronically at www.skyzone.com/stlouis

Must be completed for participants under the age of 18(Print up to three names/birthdates below of children of the SAME parent or legal guardian):		
Participant 1: Print First Name	Print Last Name	Birthdate
Participant 1: Print First Name	Print Last Name	Birthdate
Participant 1: Print First Name	Print Last Name	Birthdate

In consideration for gaining access to 17379 Edison Ave. Chesterfield, MO 63005, (the "Location") and engaging the services of Sky Zone Recreation Center 63005 LLC, or any other location within the state of Missouri d/b/a Sky Zone Indoor Trampoline Park, RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as "SZITP"), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

_____(Initial Here) I acknowledge that my participation in SZITP trampoline games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity**. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY. MY AND/OR MY CHILD(REN)'S PARTICIPATION IN THIS ACTIVITY IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE, OR ALLOW MY CHILDREN TO PARTICIPATE IN SPITE OF THE RISKS.** If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT SZITP WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF SZITP. In consideration of SZITP allowing my participation in trampoline games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, **DO AGREE TO HOLD HARMLESS, RELEASE AND DISCHARGE SZITP OF AND FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND LEGAL LIABILITY, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, DUE TO SZITP'S ORDINARY NEGLIGENCE:** and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, **FURTHER AGREE THAT EXCEPT IN THE EVENT OF SZITP'S GROSS NEGLIGENCE AND WILLFULL AND WANTON MISCONDUCT, I SHALL NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST SZITP FOR ANY ECONOMIC AND NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, PROPERTY DAMAGE SUSTAINED BY ME AND/OR MY MINOR CHILD(REN) THAT ARE IN ANY WAY ASSOCIATED WITH SZITP TRAMPOLINE GAMES OR ACTIVITIES**. Should SZITP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

_____ (Initial Here) . I certify that I and/or my children are physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my children may have. I acknowledge that I have read the rules, (the "SZITP Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the SZITP Rules to the child(ren) listed in this waiver. I understand that the SZITP Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location. 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. **IF THERE ARE ANY DISPUTES REGARDING THIS AGREEMENT, I ON BEHALF OF MYSELF AND/OR MY CHILD(REN) HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD(REN) MAY HAVE TO A TRIAL AND AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS AGREEMENT AND WILL BE DETERMINED BY BINDING ARBITRATION** before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Missouri and that the substantive law of Missouri shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against SZITP, in addition to my agreement to defend and indemnify SZITP, I agree to pay within 60 days liquidated damages in the amount of $5,000 to SZITP. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the $5,000 amount calculated at 12% per annum.

I further grant SZITP the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television. I further grant SZITP the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

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 SZITP on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above.

_____ _____

Parent/Legal Guardian/Participant's Signature (18 or older) **Date**

Parent/Guardian/Participant (if over 18): Print First Name	Print Last Name		Birth date	
Print Street Address	Apt. #	Print City	Print State	ZIP
Cell Phone	Emergency Contact Number		Email	

☐ 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.

Waiver accepted by_____ (SZITP Employee)