

## **JUMPSTREET 17, INC. RELEASE AND WAIVER OF LIABILITY**

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.

I, the undersigned (hereinafter "RELEASOR"), on behalf of myself and, if applicable, my child/ward named below, hereby acknowledge that I and my child/ward desire voluntarily to participate in the activities and/or use the services provided by JUMPSTREET 17, INC. and its parents, subsidiaries, affiliates, instructors, officers, directors, agents, employees, designers, licensors, members, successors, assigns, property owners, tenants, equipment owners, equipment manufacturers, and equipment installers (collectively, "JUMPSTREET" or "RELEASEES"), including but not limited to, using JUMPSTREET's equipment, facilities, trampolines, inflatables, and attractions; receiving supervision and/or instruction from JUMPSTREET; engaging in strenuous bodily movement; and being on JUMPSTREET's premises (hereinafter collectively referred to as "JUMPSTREET ACTIVITIES & SERVICES"), and further agree and acknowledge as follows:

**ASSUMPTION OF RISK:** I understand and acknowledge that JUMPSTREET ACTIVITIES AND SERVICES have varying effects on individuals based upon their size, age, physical condition and/or state of health. I further acknowledge and agree that it is my sole decision whether to consult with a medical professional prior to participating in JUMPSTREET ACTIVITIES AND SERVICES and that JUMPSTREET recommends that all persons consult with a medical professional prior to participating in JUMPSTREET ACTIVITIES AND SERVICES, especially if a person has had a recent injury, surgery, pregnancy, or other health condition. I and/or my child/ward have either consulted a physician and consent to participate in JUMPSTREET ACTIVITIES AND SERVICES or have waived such consultation with a physician and nonetheless consent to participate in JUMPSTREET ACTIVITIES AND SERVICES. I assume, on behalf of myself and/or my child/ward, all risk of personal injury, death, or disability to myself and/or my child/ward that may result from participation in JUMPSTREET ACTIVITIES AND SERVICES, and any and all damage, loss, or theft of any personal property which I and/or child/ward may incur.

I understand and acknowledge that participation in JUMPSTREET ACTIVITIES AND SERVICES is a potentially hazardous activity and involves inherent risks of danger or injury, both known and unknown, including but not limited to, sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, disability, or even death (hereinafter collectively referred to as "RISKS"). I and/or my child/ward choose to participate voluntarily in JUMPSTREET ACTIVITIES AND SERVICES with knowledge of the RISKS and with knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH ASSOCIATED WITH JUMPSTREET ACTIVITIES AND SERVICES.

**RELEASE OF LIABILITY:** I understand that I and/or my child/ward will be engaging in JUMPSTREET ACTIVITIES AND SERVICES, and it is my voluntary and informed decision to release any and all future lawsuits or claims that I and/or my child/ward, or anyone acting on our behalf, has/have or may have against the RELEASEES. In consideration for participating in JUMPSTREET ACTIVITIES & SERVICES, RELEASOR hereby expressly releases and forever discharges and holds harmless RELEASEES from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward while participating in JUMPSTREET ACTIVITIES AND SERVICES and/or while in or upon JUMPSTREET premises. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any RELEASEES or from any other cause, known or unknown. This Release and Waiver of Liability includes, but is not limited to, injuries and accidents that may occur as a result of the: (a) use or misuse of the JUMPSTREET facility in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the JUMPSTREET facility, grounds, or any equipment; (d) instruction or supervision at the JUMPSTREET facility or surrounding premises; or (e) slipping, tripping, and/or falling while in the JUMPSTREET facility or on the surrounding premises.

**INDEMNITY:** RELEASOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES against any loss, damage, liability, claim, demand, action, cause of action, or cost (including claims brought by participants and third parties) resulting from participation in JUMPSTREET ACTIVITIES & SERVICES or the presence in or upon the JUMPSTREET premises—whether caused by the negligence of the RELEASEES, or any of them, or otherwise.

**PHOTOGRAPHY/VIDEOGRAPHY RELEASE:** I further grant JUMPSTREET the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation and without compensation to me and/or my child/ward.

**SEVERABILITY:** Each provision of this Release and Waiver of Liability Agreement is severable from every other provision. If any portion of this Release and Waiver of Liability Agreement is held invalid, such portion shall be re-written and enforced in a manner that most closely effectuates the intent of providing a broad and inclusive release, and the remaining portions shall continue in full force and effect.

