

Launching Pad Raleigh Trampoline Park Inc.
6421 Hilburn Drive, Raleigh, NC 27613
(919) 390-6700 www.launchingpadraleigh.com

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT

Participant Information:

Last Name	First Name	Middle Initial	Date of Birth
Street Address		City	State Zip
Emergency Contact Name		Emergency Contact Phone	

PLEASE READ CAREFULLY. BY SIGNING, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS.

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, trampoline fitness classes, trampoline courts, foam pits, Ninja Course, XD Motion Theatre, Laser Frenzy, Launch Tower, Flight Training (climbing) Wall, arcade, party room and snack bar access and any and all other amusement activities (collectively "ACTIVITIES"), provided by Launching Pad Raleigh Trampoline Park Inc. and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, premises owners, equipment owners or providers and any and all other persons and entities acting in any capacity on its behalf (collectively "LAUNCHING PAD"), on behalf of myself, and/or on behalf of my minor child/ward, and each of our heirs, assigns, next of kin, personal representatives and estate, and all other persons and entities who could in any way represent me or them or act on my or their behalf, I agree to the following:

Assumption and Acknowledgement of Risk. I acknowledge, agree and represent that I understand the dangerous nature of the ACTIVITIES and that my minor child/ward is (if signing on behalf of minor child/ward) or I am (if signing waiver for myself) qualified, in good health, and in proper physical condition to participate in such ACTIVITIES. I acknowledge that the ACTIVITIES entail known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, or damage to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the ACTIVITIES. On behalf of my minor child/ward (if applicable) and myself, I agree to assume all risk and bear full responsibility for any injury or damage my minor child/ward (if applicable) or I may suffer while participating in the ACTIVITIES.

Release of Liability and Promise Not to Sue. Despite all known and unknown risks, I hereby expressly and voluntarily RELEASE, COVENANT NOT TO SUE and FOREVER DISCHARGE (personally and on behalf of my minor child/ward) LAUNCHING PAD and agree to hold it harmless from all manner of action and actions or omission(s), cause and cause of action, suits, debts, sums of money, accounts, contracts, agreement, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by LAUNCHING PAD, whether the action arises out of any damage, loss, personal injury, or death to me or my minor child/ward, while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability and Covenant Not to Sue, is effective and valid regardless of whether the damage, loss, personal injury or death is a result of any act or omission on the part of LAUNCHING PAD.

Indemnification. I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by LAUNCHING PAD, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments LAUNCHING PAD incurs in the event that I or my minor child/ward cause any injury, damage and/or harm to LAUNCHING PAD and/or any and all other persons and entities acting in any capacity on behalf of LAUNCHING PAD. I further agree that if I or my minor child/ward or anyone acting on my or their behalf makes a claim against LAUNCHING PAD, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS LAUNCHING PAD from any litigation expenses, attorneys' fees, loss, liability, costs, damages or expenses which may result from such claim.

Venue. In the event a lawsuit is filed against LAUNCHING PAD, I agree to the sole and exclusive venue of the State of North Carolina, County of Wake. I further agree that the substantive law of North Carolina 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.

Other Agreements. 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/ward visits LAUNCHING PAD; provided, however, that a minor child/ward will need to execute his own agreement upon reaching the age of 18. I hereby grant LAUNCHING PAD on behalf of myself and on behalf of my minor child/ward the right to photograph and/or record me and/or my child/ward in connection with LAUNCHING PAD and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration and without compensation of any kind to me and/or my minor child/ward.

By signing this document, I understand that I may be found by a court of law to have forever waived my and/or my child's/ward's rights to maintain any action against LAUNCHING PAD on the basis of any claim from which I have released LAUNCHING PAD 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.

If Participant is under 18 years of age, Parent or Legal Guardian of Participant must sign below. No Exceptions.

Signature of Parent/Legal Guardian _____
 Printed Name of Parent/Legal Guardian _____
 Parent/Legal Guardian Phone No. _____
 Today's Date _____

If you are 18 years of age or older, please sign below.

Signature of Participant _____
 Printed Name of Participant _____
 Participant Phone No. _____
 Today's Date _____