



**ROCKIN' JUMP INC., PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK**

**(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, 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, aerial training, fitness classes, trampoline courts, arcade games, and café access and any other amusement activities (collectively "ACTIVITIES"), provided by Rockin' Jump Inc. and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "ROCKIN' JUMP"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge Rockin' Jump on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

(1) **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 entail both known and unknown inherent risks, deriving from, but not limited to, equipment malfunctions, building malfunctions, lack of supervisions and/or trained spotters; lack of proper equipment or padding, netting, or other safety measures; slipping, falling, 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. In spite of all known or unknown risks, I freely want myself or my child(ren)/ward(s) to participate in the ACTIVITIES and as such I assume all of the responsibility for injury or death that may result, as well as any required medical assistance at my own expense.

(2) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge ROCKIN' JUMP and agree to hold it harmless of and from all, and all manner of action and actions or omissions(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreement, promises, variances, trespasses, 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 ROCKIN' JUMP, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of ROCKIN' JUMP.

(3) **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless 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.

(4) **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 a rate of 18% per annum.

(5) **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 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. 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.

(6) **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.

(7) **VENUE/ARBITRATION:** In the event a lawsuit is filed against ROCKIN' JUMP, I agree to the sole and exclusive venue of the County of Alameda. I further agree that the substantive law of California 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. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in the County of Alameda, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

**By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right 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.**

**PARENT/GUARDIAN INFORMATION IF MINOR PARTICIPANTS**

Name of Parent/Guardian: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Relationship to minor: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**By signing below, I agree to 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.**

**PARTICIPANT INFORMATION**

Name of Participant #1: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Emergency contact #: \_\_\_\_\_  
Name of Participant #2: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Emergency contact #: \_\_\_\_\_  
Name of Participant #3: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Emergency contact #: \_\_\_\_\_  
Name of Participant #4: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Emergency contact #: \_\_\_\_\_

**Signature of Adult Participant or Parent/Guardian if a minor participant(s): \_\_\_\_\_ Date: \_\_\_\_\_**