

ALTITUDE ROCHESTER, LLC – ALTITUDE TRAMPOLINE PARK
PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK

PARTICIPATION IN TRAMPOLINE COURT AND PARK ACTIVITIES ENTAILS KNOWN, ANTICIPATED AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, LANDING IMPROPERLY, COLLISIONS WITH FIXED OBJECTS, MOVING OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

In consideration of the services provided by Altitude Rochester, LLC, a New York limited liability company, who is the owner and operator of ALTITUDE TRAMPOLINE PARK (the “Park”) and my desire to spectate and/or participate in the activities and services provided by Altitude Rochester, LLC at the Park today and in the future Altitude Rochester, LLC and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as “Park Owner”):

I, _____, on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

(a) agree to use the Park and its facilities in a safe and responsible manner;

(b) agree and acknowledge that the Park may host some events which may employ the use of reduced and/or altered theatrical lighting, flashing lights, strobe lights, colors, smoke and other special effects. I recognize that some individuals have an increased sensitivity to such special effects which can induce seizures, migraines or other ailments leading to serious physical or emotional injury. If I am pregnant, have a heart condition or am aware of health concerns relating to my exposure to such special effects, I will not participate in the event. If I am not pregnant, do not have a heart condition or am not aware of any health concerns relating to my exposure to such special effects, I choose to voluntarily participate in the event, solely and exclusively, at my own risk, and that by participating, I waive the right to seek damages for any injuries that occur.

(c) agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, (a) I will immediately report my injury to the Park’s staff and under no circumstances will I leave the facility without doing so, (b) I will cease all participation in Park activities at that time of sickness, accident or injury, (c) I authorize the Park employees and representatives to obtain and secure, on my behalf, emergency medical treatment and transportation, when deemed appropriate by the Park employees and representatives, and (d) I agree to assume, at my expense, all costs of emergency medical care and transportation;

(d) agree to fully and forever waive, release and discharge Park Owner from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (i) my activities within the Park; (ii) the activities within the Park by others; (iii) the operation of the Park by Park Owner regardless of whether such claims are founded in whole or in part upon alleged negligence, or the actual negligence of Park Owner; (iv) my use of any and all of the Park facilities; and (v) my use of any and all equipment within the Park, whether owned by me, Park Owner or a third party

(e) agree to indemnify and hold Park Owner harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park;

(f) agree to accept and assume all of the risks which accompany the Park's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;

(g) fully understand that participating in the activities within the Park involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park; and (iii) will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;

(h) agree to (i) watch the Park's safety video before participating in any activity, (ii) attempt only activities that I feel I am capable of performing safely, and (iii) stay in areas that will not place me in danger.

(i) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others; and,

(j) authorize Park Owner, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("Images"). I acknowledge that Park Owner will own such Images and I grant permission, without compensation, for Park Owner, or any affiliated party of the Altitude Trampoline Park brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

By checking the box, I acknowledge my understanding and agreement to the foregoing terms.

I agree that any legal proceeding shall be filed solely in the County of Monroe, New York and I further agree that the substantive law of New York shall apply in that action without regard to the conflict of law rules of that state. 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.

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 Park Owner on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: _____ 20_____

PARTICIPANT: I represent that I am Eighteen (18) years of age or older

(Signature)

(Print Name - Picture I.D. required)

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Park and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

_____ *(Print Your Child's or Ward's Name)*

_____ *(Child or Ward's D.O.B)*

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against Park Owner. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian. In the event that I do not have the authority to execute this agreement on behalf of another, I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action, services, fees or similar expense.

Dated: _____ 20_____

PARTICIPANT/GUARDIAN:

_____ *(Signature)*

_____ *(Print Name - Picture I.D. required)*

Relationship to Child or Ward: _____

Parent/Guardian Telephone Number: _____

Parent/Guardian Address: _____