

Trampoline Release of Liability, Assumption of Risk, Waiver of Liability and Indemnity Agreement

I, the undersigned, on behalf of myself, (and if applicable) my child or ward (both of us hereinafter referred to as "I" or "Participant"), my spouse, parents, heirs, estate, insurers and assigns (all hereinafter referred to as "RELEASING PARTIES"), in consideration for being allowed to have access to the premises and use of trampoline equipment (as defined below) of the Snowcreek Athletic Club, a California Limited Liability Company, together with BBLTC, LLC, a California Limited Liability Company, both of whom are located at 51 Club Drive, Mammoth Lakes, CA 93546 (hereinafter both referred to as the "SAC"), do understand and expressly agree as follows:

- 1. Trampoline Equipment:** The SAC offers and allows the use of trampoline equipment and related facilities, programs, classes and services (collectively, the trampoline equipment) only to those who understand and expressly agree to this Release of Liability, Assumption of Risk, Waiver of Liability and Indemnity Agreement; and who also agree to adhere to and abide by the Trampoline Safety Rules of the Mammoth Trampoline Club. Anyone who fails or refuses to execute and agree to be bound by the terms of this document is expressly prohibited from use of and will not be authorized to use said trampoline equipment.
- 2. Membership in both Mammoth Trampoline Club, LLC and Membership in Amateur Athletic Union or an approved Certificate of Liability Insurance listing Snowcreek Athletic Club as an Insured Party:** I, understand that I am only allowed to have access to and use of the trampoline equipment if I/we are current and active individual members in good standing with the Mammoth Trampoline Club, LLC a California Limited Liability Company; located at: 51 Club Drive, Mammoth Lakes, CA 93546 (hereinafter referred to as the "MTC"). In addition to my membership in good standing with the MTC, I understand that I am only allowed to have access to and use of the trampoline equipment if I/we are current and active individual members in good standing with the Amateur Athletic Union of the United States, Inc.; PO Box 22409; Lake Buena Vista, FL 32830 (hereinafter referred to as the "AAU"), or if I/we are participating at the Mammoth Trampoline Club with a group/team who has provided an approved Certificate of Liability Insurance listing Snowcreek Athletic Club as Insured. Therefore I hereby authorize and direct the SAC/MTC to take all steps necessary to assist me/us to apply for and to maintain our current and active membership in the MTC and in the AAU. I will pay for all associated fees and costs of such membership.
- 3. Fitness to Use the Trampoline Equipment:** The activity and exertion level can range from moderate to vigorous, depending upon your desire. This activity is suitable for those with trampoline experience as well as those with no experience who use sufficient caution. I understand that I may not use the trampoline equipment if I am not physically capable and prepared to use it safely. Based on the trampoline manufacturer's safety standards, the weight limit for an individual jumper in our facility is 300 pounds. I agree that I am under the weight limit and in overall good health every time I use the Mammoth Trampoline Club facility. If I am unsure of my health, I will consult a doctor before using the MTC facility or equipment.
- 4. Trampoline Activities:** The use of the trampoline equipment of the SAC/MTC includes, but is not limited to, activities such as: trampoline bouncing, fitness classes, workouts, trampoline instruction, aerial maneuvers, gymnastics, skiing and snowboard maneuvers, dodgeball, trampoline skateboard, using the harness/bungee system, inversions on both the trampolines and surrounding pads, birthday parties, summer camps, visiting team training, and special events.
- 5. Trampoline Risks and Dangers:** The use of trampoline equipment involves a variety of inherent risks and dangers. The SAC/MTC regards your safety and the safety of others as a top priority. We take reasonable care to reduce the risks associated with trampolining by having appropriate facilities and equipment, by requiring safety rules and training, having available instruction and supervision, and other safety features. However, regardless of the care taken, some risks are inherent in the activity and cannot be totally eliminated. These inherent risks include, but are not limited to: falls, collisions with other participants, or spectators, contacting a hard surface (e.g., an uncovered beam, frame, or rail; exposed springs or hooks, skateboard decks, trampoline skis and snowboards, bungee harness apparatus), landing incorrectly, catching a foot or other body part under a pad or other equipment. Inherent risks also include unexpected equipment failure; unknown facility hazards; and negligence or errors in judgment by you, other participants, spectators, coaches, the SAC or its employee. The listed risks and dangers, as well as others are exacerbated by improper and unsafe use of the trampoline equipment and facility. I agree to abide by the SAC/MTC facility rules which I have/will learned during the bouncer orientation. If I forget these rules or need clarification I will ask a trampoline coach for assistance and clarification prior to continued use of the trampoline facility. The most common injuries are sprains, bruises, lacerations and fractures. While severe injuries are not common, they do occur and can result in **paralysis or even death**.
- 6. Assumption of Inherent Risks:** I understand that the inherent risks of using the trampoline equipment and participating in trampolining activities are serious and that some of these activities involve dangers regardless of the care taken by the SAC/MTC. I realize that the use of the trampoline equipment and participation in trampolining activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and: 1) I understand the demands of those activities relative to my physical condition and skill level; 2) I understand the nature of the use of the trampoline equipment and participation in trampolining activities; and 3) I recognize the types of injuries that may occur as a result of such activities. **I hereby assert that my and (if applicable) my child's or ward's, use of the trampoline equipment and participation in trampolining activities is voluntary and that I/we knowingly assume all inherent risks of the activity.**
- 7. Waiver of Liability for Ordinary Negligence:** In consideration for permission to use the trampoline equipment and participate in the trampolining activities, the RELEASING PARTIES **do hereby waive, release, discharge and covenant not to sue** the SAC/MTC, and all of its officers, directors, managers, agents, employees, volunteers, independent contractors, landlords, equipment suppliers, shareholders, members, successors and assigns of SAC together with the MTC and the AAU (all hereinafter referred to as "PROTECTED PARTIES") **from liability for any and all claims arising from or relating to use of the trampoline equipment and participation in trampolining activities and related presence on the premises of the SAC/MTC, including any injury resulting from the ordinary negligence** of the PROTECTED PARTIES. This agreement applies, but is not limited to any direct or consequential damage, loss, or expense resulting from or related to: personal injury of any type, including death; any and all damage to or loss of property; and any legal fees, costs or other expenses related to such damage.
- 8. Indemnification:** The RELEASING PARTIES also agree to hold harmless, defend, and indemnify PROTECTED PARTIES (i.e., defend and pay any judgment and legal costs, including attorneys' fees, and related expenses) from any and all claims of the RELEASING PARTIES arising from your and, if applicable, your child's or ward's, death, injury, or loss due to use of the trampoline equipment and participation in trampolining activities and related presence on the premises of the SAC/MTC (including those arising from the inherent risks of such activity or the ordinary negligence of the PROTECTED PARTIES.) The RELEASING PARTIES, further agree to hold harmless, defend, and indemnify the PROTECTED PARTIES against any and all claims of

co- participants, rescuers, and others arising from your and, (if applicable) your child's or ward's, conduct in the course of use of the trampoline equipment and participation in trampolining activities and related presence on the premises of the SAC/MTC.

9. Entire Non-modifiable Agreement: I confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and the PROTECTED PARTIES and cannot be modified or changed in any way by representations or statements by any agent or employee of the SAC/MTC.

10. Severability: I further expressly agree that the foregoing Release of Liability, Assumption of Risk, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

11. Mediation or Arbitration: I agree that if any dispute shall arise from this Agreement or from my or my child's or ward's use of the trampoline equipment and participation in trampolining activities and related presence on the premises of the SAC/MTC, I shall first engage in good faith efforts to mediate the dispute. Any agreement reached will be formalized by a written agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of this Agreement or use of the trampoline equipment and participation in trampolining activities and related presence on the premises of the SAC/MTC shall be submitted to **binding arbitration** in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.

12. Jurisdiction and Venue: I understand and agree that **in any legal action** arising from or relating to this Agreement or from my or my child's or ward's use of the trampoline equipment and participation in trampolining activities and related presence on the premises of the SAC/MTC, **the appropriate trial court located in Mono County in the State of California has the sole and exclusive jurisdiction and venue**, and that only the substantive laws of the State of California shall apply.

13. Digital Media: I understand and agree to give SAC/MTC and any third party authorized by SAC/MTC, the right to use and publish now and in perpetuity any and all forms of media now known or hereafter devised, including and without limitation, social media and online. I acknowledge and agree that without approval or compensation SAC/MTC may use my photograph, video, or other recorded media captured at SAC/MTC facility. I further agree that the personal information I provide to SAC/MTC including name, phone number, mailing address, and email address, may be collected, processed, used, and stored by SAC/MTC for the purposes of marketing SAC/MTC's services and products to me, including contacting me by email and or telephone.

14. Participant's Responsibilities: The RELEASING PARTIES agree as follows:

- a) I have reviewed, understand and agree to abide and comply with the Trampoline Safety Rules of the SAC/MTC.
- b) I represent to the SAC/MTC that I/we possess sufficient physical fitness and coordination for safe participation in activities involved in the use of the trampoline equipment and participation in trampolining activities the SAC/MTC.
- c) I assume the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure) and have obtained appropriate medical clearance prior to participation. I will cease activity if there is any discomfort (e.g., faintness, shortness of breath, anxiety, or chest pains). I will attempt only activities that I feel capable of performing safely.
- d) I authorize the SAC/MTC and any PROTECTED PARTIES to administer emergency first aid, CPR, and use an AED if deemed necessary and to secure emergency medical care or transportation (i.e., EMS) if deemed necessary. I assume all costs of such emergency medical care and transportation.

Acknowledgment of Understanding: I have read this Agreement and fully understand its terms. (If applicable) **I assert that I have explained the risks of the activity to my child or ward and that he or she understands this agreement.** I understand that I am giving up substantial rights, including my rights, (if applicable) the rights of my child or ward, and the rights of any RELEASING PARTY to sue for damages in the event of death, injury or loss. I acknowledge that I am signing this agreement freely and voluntarily, and **intend by my signature, that this agreement be a complete and unconditional release of the PROTECTED PARTIES from all liability, including that due to inherent risks of this trampolining activity and the ordinary negligence of the PROTECTED PARTIES, to the greatest extent allowed by law of the State of California.**

DATE: _____ AAU Membership #: _____ OR SAC/MTC Approved Group/Team: _____

Participant's Name (Print)

Participant's Signature

Minor Participant Section (under 18 years of age) MINOR'S WAIVER MUST BE SIGNED BY THEIR PARENT/LEGAL GUARDIAN (ABOVE)

As the parent /guardian with legal responsibility for the minor children whose names appear below, I do hereby consent and agree to all of the terms of the foregoing Trampoline Release of Liability, Assumption of Risk, Waiver of Claims and Indemnity Agreement for and on behalf of the following minor children to the fullest extent permitted by law.

DATE: _____

Parent/Guardian's Name (Print)

Child's Name (Print)

Child's Date of Birth

Parent/ Guardian Signature