

# SKY ZONE PARTICIPANT AGREEMENT

## PARTICIPANT WAIVER, LIABILITY RELEASE, AND INDEMNITY; PHOTO RELEASE; AND AGREEMENT TO ARBITRATE DISPUTES

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ONLY ONE ADULT PARTICIPANT IS ALLOWED PER AGREEMENT.

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified below and referred to individually and collectively herein as "Child", to use the Sky Zone facilities and equipment located at 1314 N Azusa Ave, Covina CA 91722 (the "Sky Zone Facility"). In consideration for being allowed to use said facilities and equipment, and any other services provided by SZ COVINA CAPITAL PARTNERS, LLC or its employees or agents at said location, I represent, acknowledge and agree as follows:

1. I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits and consideration to SZ COVINA CAPITAL PARTNERS, LLC, RPSZ Construction, LLC, Sky Zone Franchise Group LLC, Sky Zone LLC, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (**collectively, "SZ"**)
2. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (**collectively, the "Releasing Parties"**).
3. I acknowledge and agree that the use of trampolines and the other equipment at the Sky Zone Facility is **inherently and obviously dangerous**. These risks include physical or emotional injury, paralysis, death, or damage to myself, the Child, and/or third parties, and the personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for **recreational purposes and completely voluntary**.
4. I acknowledge and agree that while the trampoline and other activities that take place at the Sky Zone Facility are monitored generally by Sky Zone Facility employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Sky Zone Facility employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
5. I acknowledge and agree that I and the Child are participating voluntarily at our own risk, that the actions or activities of other customers, or the actions or inactions of Sky Zone Facility employees, could cause me or the Child significant bodily injury (as described herein), and that SZ is not responsible for the actions or activities of customers using the Sky Zone Facility or the negligence of its employees in supervising the Sky Zone Facility or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include the following: (Note: This **list of risks** is illustrative only.)
  - a. Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains, and allergic reactions through use of the Sky Zone Facility equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling off the trampoline(s) or other equipment, landing improperly on the trampolines or other equipment, or making contact with other participants. Such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.
  - b. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, flipping, running and bouncing off of the walls and wall-mounted trampolines, and other participant body movements (whether planned or unplanned) can create a rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury.
  - c. Traveling to and from trampolines can result in similar physical injury (even if the participant is not him or herself bouncing at the time).
6. I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of using the Sky Zone Facility or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using the Sky Zone Facility, such assistance shall be at my own expense.
7. **RELEASE OF LIABILITY.** The Releasing Parties hereby irrevocably and **unconditionally release**, waive, relinquish, discharge from liability and covenant not to sue SZ, other persons using the Sky Zone Facility, and their successors, predecessors-in-interest, and insurers (**collectively, the "Releasees"**) from **any and all claims**, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, **related to or arising, directly or indirectly, from my or the Child's use of the Sky Zone Facility and its equipment, the Child's and/or my entry into the Sky Zone Facility, the condition, maintenance, inspection, supervision, control or security of the Sky Zone Facility, the failure to warn of dangerous conditions in connection with the Sky Zone Facility, and/or the acts or omissions of SZ or any of the Releasees, including without limitation any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm or death.** In the event that any claim released

herein is brought by, or asserted on behalf of, me or the Child, I shall indemnify, defend and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

On the Child's and my behalf, I knowingly and voluntarily waive any and all rights and benefits conferred upon us by the provisions of Section 1542 of the California Civil Code or by any similar law or provision, which Section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I understand and fully acknowledge and agree that all of the risks identified herein and any other risks associated with use of the Sky Zone facility and its equipment are beyond the control of the Releasees.

8. I agree and acknowledge that should SZ or any other Releasee or anyone acting on their behalf be required to incur attorneys' fees and/or costs to enforce this agreement, I agree to indemnify and hold it or them harmless for and against all such attorneys' fees and/or costs.

**9. ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM: ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S USE OF THE SKY ZONE FACILITY AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL AND BE DETERMINED BY ARBITRATION IN RIVERSIDE, CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY EXCEEDS \$250,000) OR ITS STREAMLINED ARBITRATION RULES AND PROCEDURES (IF THE AMOUNT IN CONTROVERSY IS LESS THAN OR EQUAL TO \$250,000). JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the state of California, without regard to choice of law principles. I understand that by agreeing to arbitrate any dispute I am waiving my right to maintain a lawsuit against SZ and the other Releasees for any and all claims covered by this Agreement and the right to have my claim determined by a jury.

10. In connection with my and the Child's use of the Sky Zone Facility, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize SZ and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing the Sky Zone Facility. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

11. I would like to receive email promotions, discounts, and other advertisements from SZ and its partners at the email address provided below. I may unsubscribe at any time

12. I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. **I understand that employees working at the Sky Zone Facility, including the manager, do not have the authority to waive any provision of this Agreement.** This Agreement constitutes and contains the entire agreement between SZ and me relating to the Child's and my use of the Sky Zone Facility. There are no other agreements, oral, written or implied, with respect to such matters. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force.

This Agreement covers the following Child(ren) who will use the Sky Zone Facility in addition to myself:

\_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_      \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_      \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_

By signing below, I represent and warrant that I am the parent or legal guardian of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, **including the release of liability contained therein.** I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by, or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of the Sky Zone Facility.

Signature \_\_\_\_\_ D.O.B. \_\_\_/\_\_\_/\_\_\_      Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Check box if you would like to receive text message promotions and discounts. Standard text message rates will apply.

Emergency Contact Name, Relationship and Number (optional): \_\_\_\_\_