



VanRee, LLC Participant Agreement, Release and Assumption of Risk

Please print and fill out completely. This form may be completed electronically at www.skyzonesports.com

Parent/Guardian/Participant (if over 18): First Name		Last Name		Birth date	
Street Address		Apt. #	City		State
Cell Phone		Emergency Contact Number		Email	

In consideration of the services of VanRee, LLC, (d/b/a Sky Zone Kennesaw), RPSZ Construction, LLC Sky Zone Franchise Group, LLC, Sky Zone, LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, franchisors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SZRC"), I hereby agree to fully and completely release, indemnify, and discharge SZRC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate and to be bound as follows:

1. I acknowledge that my participation in a SZRC trampoline game or activities, a bungee trampoline activity, or other use of SZRC's facilities or equipment (the "Activities") may give rise to both foreseeable and unforeseeable risks that could result in physical or emotional injury or damage to myself, to property, or to third parties (the "Risks"). I understand and agree that such Risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

I understand and agree that: (i) The Risks may include, but are not limited to: (a) the negligence of other participants or myself, and (b) injuries including but not limited to: rope burn, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, and serious injuries to the head, back, or neck which can cause paralysis, or even death. (ii) Bouncing with more than one person per trampoline can create a rebound effect and may result serious injury to the participants on the trampoline. (iii) Flipping, running, or bouncing off the walls may also cause serious injury and such actions are undertaken solely at the Covered Participants' own risk. (iv) Traveling to and from trampoline locations raises the possibility that the Covered Participant's negligence or the negligence of other participants may give rise to injury. (v) Neither SZRC nor its employees are in a position to recognize, identify, or accommodate a participant's health or abilities. (vi) The equipment being used by SZRC for the Activities may malfunction in ways not foreseeable to or preventable by SZRC. (vii) SZRC and its staff cannot eliminate all risks, including but not limited to the Risks listed above, involved with or arising from the Activities.

2. I expressly agree and promise to accept and assume any and all of risks existing in, involve in, or arising from my participation, including that of any persons engaging in the Activities with my permission and consent, (hereinafter "the Covered Participants"). I further agree that the Covered Participants' participation in this activity is purely voluntary, and I agree to permit the participation of the Covered Participants in spite of and with full acceptance of the Risks.

3. I hereby voluntarily release, forever discharge, absolve, and agree to indemnify and hold harmless SZRC from any and all liability, claims, demands, or causes of action, which may accrue to me or the Covered Participants, including but not limited to any with respect to physical or emotional injuries and/or damage to property, while on the premises or which are in any way connected with my participation in the Activities or my use of SZRC's equipment or facilities, **including but not limited to any such claims which allege negligent acts or omissions of SZRC**, to the maximum extent permissible by law.

4. I agree that, in the event the Covered Participants are injured and/or require medical assistance or treatment as a result of or in connection with participation in the Activities that any such medical assistance or treatment shall be undertaken at my own and/or the Covered Participants' own expense.

5. Should SZRC or anyone acting on their behalf, incur attorney's fees and/or other associated expenses or costs to enforce any provision of this agreement, I agree to indemnify and hold SZRC harmless for all such fees and costs and further agree that SZRC shall be entitled to recover said fees, costs, and/or expenses from me.

6. I certify that I have adequate insurance to cover any injury or damage the Covered Participants may cause or suffer while participating in the Activities, whether to themselves or to others, or, in the alternative, I agree that I am able to and shall personally bear the costs of such injury or damage myself.

7. I certify that I hereby fully assume any and all risks associated with, arising from, or which may be aggravated by any medical or physical condition the Covered Participants may have.

8. In the event that I file a lawsuit against SZRC, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of Georgia shall apply 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 THE COVERED PARTICIPANTS' PARTICIPATION IN THE ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST SZRC 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 further grant SZRC, LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I agree that I would like to receive free email promotions and discounts to the email address provided above. I acknowledge that I may unsubscribe to emails from Sky Zone at any time.

Participant Signature (if 18 or older): _____ **Date:** _____

Check box if you would like to sign up for free text message promotions and discounts; Standard text message rates may apply from your service provider.

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of (print up to four minors' names/birthdates below of SAME parent or legal guardian):

Participant 1: First Name	Last Name	Birthdate
Participant 2: First Name	Last Name	Birthdate
Participant 3: First Name	Last Name	Birthdate
Participant 4: First Name	Last Name	Birthdate

I certify that I am the parent or legal guardian of the minor(s) listed above ("Minor"). I agree to release, indemnify, and hold harmless SZRC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor, **including but not limited to those claims which allege negligent acts or omissions of SZRC, to the fullest extent permitted by law.**

Parent or Legal Guardian's Signature: _____ **Print Name:** _____ **Date:** _____