



Vertical Ventures, Inc. Participant agreement, Release and Assumption of Risk

Please print and fill out completely. Complete electronically at www.skyzonesports.com

Parent/Guardian/Participant: First Name	Last Name		Birth date	
Street Address	Apt. #	City	State	ZIP
Cell Phone	<input type="checkbox"/> Check box if you do not want text message and email promotions and discounts; Standard data rates may apply from your service provider.		Email	

The above named Parent/Guardian/Participant, in consideration of the services and access to facilities provided by Vertical Ventures, Inc. ("SZRC" which terms includes its shareholders, directors, agents, officers, affiliates, volunteers, participants, employees, franchisors, and all other persons or entities acting in any capacity on its behalf) represents and agrees as follows:

1. I AM AWARE THERE ARE RISKS: I acknowledge that participation in trampoline, bungee and other games and activities offered at SZRC facilities (the "Activities") could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

2. THESE ARE THE RISKS: Risks associated with the Activities can arise from defective equipment, human error, misuse of equipment, overcrowding, lack of supervision and other instances of ordinary or gross negligence of SZRC, other participants or myself, and can lead to injuries including 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. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury. SZRC employees are fallible, will make mistakes and their mistakes might injure me. These risks and all others inherent in the Activities are referred to below as the "RISKS."

3. I AGREE TO ASSUME AND BE RESPONSIBLE FOR ALL RISKS. I expressly agree and promise to accept and assume 100% of the RISKS. I acknowledge that participation in the Activities is voluntary, and I elect to participate in spite of the RISKS.

4. I RELEASE SKYZONE FROM RESPONSIBILITY AND LIABILITY. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SZRC from any and all claims, demands, or causes of action, which I may have as a result of injuries, damages or losses of any kind, sustained while on or visiting any SZRC premises or which are in any way connected with my participation in any Activities or my use of SZRC's equipment or facilities, including but not limited to: (i) any such claims which allege negligent acts or omissions of SZRC, and (ii) any such claims for damage to or theft of my personal belongings, jewelry or other personal property which may occur during or related to my participation in SZRC activities.

5. I AM AN ADULT, HEALTHY, NOT PREGNANT AND YOU CAN USE PHOTOS OF MY TAKEN AT SZRC. I am over the age of 18. I have adequate insurance to cover any injury or damage I may cause or suffer while participating in Activities, or else I agree to bear the costs of such injury or damage myself. I further certify that (i) I am willing to assume the risk of any medical or physical condition I may have, whether known or unknown, and (ii) that I am not pregnant, and do not have any medical condition that is likely to increase my risk of injury during any Activity. I consent to SZRC's use for promotional purposes of any photograph or video taken of me at any SZRC facility.

6. I AGREE TO LIMIT MY RIGHTS, WAIVE MY RIGHT TO A JURY AND LIMIT MY DAMAGES, ETC. In addition to, and not in lieu of the releases, assumptions of RISKS and waivers set forth above, I agree that in the event that I file any lawsuit against SZRC: (i) venue shall be only in the courts of the State of Florida, in Miami-Dade County, (ii) I waive my right to trial by jury, and (iii) if any of parts of this agreement are held unenforceable and SZRC is held liable, I agree that SZRC shall not, under any circumstances, be liable for any damages in excess of \$10,000.00, it being understood that pricing for the Activities is set in reliance upon this limitation. The provisions of this agreement shall to remain in full legal force each time I visit a SZRC facility or participates in any Activities, without having to re-execute this or a similar agreement.

I have read and understood this document and I agree to be bound by its terms. I acknowledge that no contradictory oral representations, statements or inducements have been made or relied upon by me.

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

Parents or Legal Guardians must read, complete and sign the sections on the second page/reverse side of this document

[Signature page for Vertical Ventures, Inc. release and assumption of risk – see also first page]

7. PARENTS ARE WAIVING THEIR CHILDREN’S RIGHTS. READ THIS FORM COMPLETELY AND CAREFULLY, YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SZRC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM SZRC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SZRC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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

Executed on behalf of all of the above listed minors pursuant to paragraph 7 above:

Parent or Legal Guardian’s Signature: _____ Print Name: _____ Date: _____

Waiver accepted by _____ [this signature is not required for this agreement to be binding on me]
(SZRC employee)