



# Marjac Ventures LLC Participant Agreement, Release and Assumption of Risk

Please print and fill out completely or complete electronically at [www.skyzone.com/FortMyers](http://www.skyzone.com/FortMyers)

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 Marjac Ventures LLC., d/b/a Sky Zone Indoor Trampoline Park Fort Myers., RPSZ Construction, LLC, Sky Franchise Group, LLC, Sky Zone LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "SZITP"), I hereby agree to release, indemnify, and discharge SZITP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in SZITP trampoline game or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: SZITP trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. 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 and must be done at the participants own risk. There is also a risk of colliding with or being landed on by jumpers of a different size. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, SZITP 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.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SZITP from any and all claims, demands, or causes of action, which are in any way connected with my participation in SZITP activities or my use of SZITP's equipment or facilities including any such claims based upon damages caused or alleged to be caused in whole or in part by the negligent acts or omissions of SZITP.

4. Should SZITP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against SZITP, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of law rules of that state. If there are any disputes regarding the Agreement, I, on behalf of myself and/or my child, (if a child is identified below), agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. 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 SZITP 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 SZITP, 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 would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from SZITP 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.

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

[Signature page for Marjac Ventures LLC, d/b/a Sky Zone Fort Myers, RPSZ Construction, LLC,  
Sky Zone Franchise Group, LLC, Sky Zone LLC, 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 SZITP 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 SZITP 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 SZITP 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

(“Minor”) being permitted by SZITP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SZITP 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. I further certify that I am the parent or legal guardian of the minor on this agreement.

**Parent or Legal Guardian’s Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Waiver accepted by \_\_\_\_\_ (SZITP Employee) 07.13