

Jump Agreement



I agree or as a parent of a minor, I agree to ensure that my child adheres to the following park rules. This list includes only some of the inherent risks.

- No climbing on walls or netting
- No jumping off nets, walls or basketball standards
- No pushing, bumping, pulling or interfering with other jumpers
- Jump only in areas for your age group
- No sitting on the tramps
- No laying on the tramps
- No tricks you are not well practiced in performing (e.g., flips, inverts, cartwheels)
- No tricks over safety pads
- No Somersaults
- Be courteous to other jumpers
- Look ahead to avoid oncoming traffic
- Obey jump referees
- No hitting other jumpers in the face or head with dodgeballs
- No jumping while under the influence of alcohol or drugs
- No double bouncing or trying to send other jumpers higher and higher
- Jump near the center of the trampolines and avoid the outer edges
- No jumping with phones, cameras, keys, or other objects
- Ensure your clothing is free of sharp objects, hanging belts, bracelets, necklaces or lose jewelry
- No jumping with food, drinks, gum or anything in your mouth
- Please eat after jumping and not immediately before
- Alert the referee of any rule violations, dangerous behavior, or inconsiderate jumpers
- Cease jumping immediately if you feel ill, short of breath, chest pain or intense muscle pain or cramp
- Notify staff immediately if you are injured
- Watch the safety video before jumping



SAFE FUN!

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In consideration of you and/or your minor child being permitted to participate in a Skywalker Trampoline Activity (the "Trampoline Activity") and to participate in all activities conducted in conjunction therewith, wherever the Trampoline Activity and/or related activities may occur, you hereby attest that, after reading this Liability Waiver Form completely and carefully, you acknowledge that participation in the Trampoline Activity or related by you and/or your minor child is entirely voluntary, and that you and your minor child (if any) understand and agree as follows:

ASSUMPTION OF RISK AND WAIVER: I understand that incidental to my participation in the Trampoline Activity and related activities, I and/or my minor child will be engaged in activities that involve inherent risks, including the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself, my minor child, and others (including but not limited to other individuals in attendance at the Trampoline Activity or related activities. I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties (as hereinafter defined), and the risk of injury caused by the condition of any property, facilities or equipment used during the Trampoline Activity or related activities. On my own behalf, and on behalf of my minor child, if applicable, and on behalf of my heirs, personal representatives, and next of kin, I hereby release, covenant not to sue, and forever discharge, and my minor child hereby releases, covenants not to sue, and forever discharges, the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my participation or my minor child's participation in the Trampoline Activity or related activities, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims, including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my minor child, if applicable, before, during or after such participation.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am and my minor child, if any, is physically fit to voluntarily participate in the Trampoline Activity and to participate in all activities conducted in conjunction therewith, has the skill level required in conjunction with the Trampoline Activity and related activities, and I have not been advised otherwise. I agree that before I or my minor child, if any, participates in any Trampoline Activity or activity conducted in conjunction therewith, I or my minor child will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my or my minor child's attendance in connection with the Trampoline Activity and related activities, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own or my minor child's behalf. Additionally, I authorize medical treatment for me and my minor child, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.



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RELEASED PARTIES: For the purposes hereof, the “Release Parties” are Skywalker Haven, LLC, Tawee Nopcharoerwong, and their respective parent, subsidiary, affiliated or related companies, business managers, agents, employees, insurance carriers, attorneys, lenders, and family members.

EQUIPMENT AND FACILITIES INSPECTION: I, or my minor child if I am not in attendance at the Trampoline Activity or related activities, will immediately advise the Trampoline Activity manager of any unsafe condition that I, or my minor child if I am not in attendance at the Trampoline Activity/Activity, observe. I or my minor child will refuse to participate, and I will refuse to let my child participate, in the Trampoline Activity or related activities until all unsafe conditions observed by me or my minor child have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph and/or videotape me and my minor child and further to display, use and/or otherwise exploit my name or my minor child’s name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, on television, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of the Trampoline Activity and related activities results and standings, without compensation, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the State of Utah, and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in the District Court of the Second Judicial District in and for Davis County, Utah (or if such District Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county or in Salt Lake County, Utah, and having subject matter jurisdiction), **AND I AND MY MINOR CHILD, IF APPLICABLE, SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

I hereby acknowledge that this document is electronically signed in accordance with Utah code ann. 46-4-201 and according to the binding code, this document is valid and may be enforced in the same manner as a hand-signed document. I acknowledge the signature was made by me on the date this form was electronically submitted. I further agree that I waive any right to claim this document is invalid or is unenforceable based on the fact that this document exists in electronic form or the fact that this document is signed electronically. Please sign on the next page.



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SkyWalker Haven Jump Agreement



Jumper Information

* First Name

* Last Name

* Email

* Date of Birth

* Phone Number

* Mailing Address

* City

* Zip

*Email Address

Agree to receive email advertisements?

(If Under 18) Jumper's Parent/Guardian Information

* Parent First Name

* Parent Last Name

* Email

* Date of birth

* Phone number

* Mailing Address

* City

* Zip

*Email Address

Agree to receive email advertisements?

I am the legal guardian or parent of the above listed minors.

Parent or Guardian Signature

Date

Jumper Signature

Date



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