

# TRAMPOLINE NATION

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

What you are about to read and are requested to sign is a waiver and release of liability. Upon signing it, you will give up your right to sue Trampoline Nation Seattle Operations, LLC (“TN”), Trampoline Nation, LLC, or anyone associated with TN such as its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the “Released Parties”) for injuries or losses you suffer while using TN facilities. In short, you cannot recover any money from the TN or the Released Parties if you are hurt while participating in activities at the all TN facilities, including but not limited to those located at 35025 Enchanted Parkway S., Federal Way, WA 98003.

**Please take your time and read this agreement very carefully. When you are certain that you understand and agree to each paragraph, sign your initials in the space provided.**

**“YOU” AND “I,” AS USED HEREIN, INCLUDES THE PARTICIPANT AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS. BY SIGNING THIS AGREEMENT, YOU ARE SIGNING ON BEHALF OF THE ABOVE-LISTED PERSONS AND YOUR SIGNATURE SHALL BE CONSIDERED BINDING UPON THEM.**

**YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES AT TRAMPOLINE NATION WITHOUT THE SIGNED WAIVER.**

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**I UNDERSTAND THAT SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES, AND ASSIGNS FROM SUING TN, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN ANY ACTIVITIES AT TN.**

### Participant Details

Write above the shaded boxes. TN will not share or sell this information.

<i>First Name</i>	<i>Last Name</i>	<i>Phone</i>	<i>Birthdate</i>	<i>Email Address</i>
				YES or NO
<i>Street Address</i>	<i>City, State</i>	<i>Zip</i>	<i>Want to receive email?</i>	
<i>Emergency Contact Name</i>	<i>Relation</i>	<i>Emergency Contact Phone</i>		

**1. Trampoline use, gymnastics, and physical fitness training activities are dangerous and I ASSUME ALL RISKS, whether known or unknown, of injury, including death, illness or damage to my property.**

I understand that there is a significant risk of serious physical injury, death and other damages inherent in trampoline use, gymnastics, and physical fitness training activities and in my use of TN facilities and instruction relating to these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people, including but not limited to paralysis resulting from striking objects; being struck by falling objects or people; failure of any part or all of the trampoline structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven or separated trampoline equipment, flooring, or pads; failing to land on a trampoline bed or pad or landing on an unpadded structure, including falling between the springs of the trampoline bed; failure and/or breakage of trampolines or other equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury including paralysis, death, illness, property damage, and other losses. Injury or death can arise from errors in judgment, from lack of training or information, from the negligence of me, employees or agents of TN or other parties, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. I understand that my use of TN

facilities and any instruction or knowledge I obtain at those facilities IS NOT sufficient to prepare me for all dangers and risks associated with trampoline use. **I CERTIFY THAT I UNDERSTAND TRAMPOLINE USE, GYMANSTICS, AND PHYSICAL FITNESS TRAINING ACTIVITIES, EXPOSE ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF PARALYSIS, INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN ANY SUCH ACTIVITY AT TN FACILITIES OR SPONSORED BY TN.**

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**2. Release of liability, WAIVER OF CLAIMS, ASSUMPTION OF RISK and hold harmless agreement is given in consideration for my participation.**

I recognize that TN could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use TN's facilities, **I RELEASE TN AND ANYONE ASSOCIATED WITH TN, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, MEMBERS, AGENTS, GUESTS AND THIRD PARTIES AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM ALL LIABILITY, AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN A TN-SPONSORED ACTIVITY OR FROM USE OF TN FACILITIES OR EQUIPMENT.**

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**3. Covenant not to sue is given in consideration for my participation and use of TN facilities.**

Additionally, in consideration of and part payment for my right to participate in TN-sponsored activities and use TN facilities, **I WILL NOT SUE TN OR ANYONE ASSOCIATED WITH TN, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS AND GUESTS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF THAT I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION IN A TN-SPONSORED ACTIVITY OR FROM USE OF TN FACILITIES OR EQUIPMENT.**

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**4. I will protect TN from liability.**

**I AGREE TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS TN, ITS OFFICERS, DIRECTORS, MEMBERS, INSTRUCTORS, EMPLOYEES, AGENTS AND GUESTS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS AT LAW OR IN EQUITY, FOR DAMAGES OR OTHER RELIEF AND AGAINST ANY LIABILITY OF ANY NATURE, TOGETHER WITH ATTORNEYS' FEES AND COSTS INCURRED, THAT MAY ARISE OUT OF MY USE OF TN PROPERTY OR FACILITIES.** I agree to pay TN's reasonable attorneys' fees and costs if I bring a suit for injuries suffered at a TN facility or through TN-related activities and that action is unsuccessful, in whole or in part.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**5. I agree to abide by all TN rules INCLUDING THE PATRON CODE OF CONDUCT, ATTACHED HERETO AND INCORPORATED AS ATTACHMENT A.**

I agree to abide by all TN rules contained in written form as well as verbal directions that may be given by TN staff or employees. I certify that I have read and agree to comply with my duties outlined in Attachment A.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**6. I am physically qualified to participate.**

I certify that I have no physical limitations or medical conditions that would impair my ability to fully and safely use TN facilities. I agree to inform TN of any conditions that may have any effect on my ability to fully and safely use TN facilities, so that a determination can be made as to the proper course of action.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**7. Photo and media release.**

By entering TN, I hereby grant TN on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with TN and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**8. Other provisions.**

This agreement constitutes the complete and sole agreement between me and TN, its officers, directors, instructors, employees, agents, members and guests and all others associated with TN. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding. **INDIVIDUAL OFFICERS, DIRECTORS, TN MEMBERS, INSTRUCTORS, EMPLOYEES AND AGENTS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.** This agreement covers my use of TN facilities as well as my participation in all TN activities and all associated events.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**9. Venue and Jurisdiction**

THE LAWS OF THE STATE OF WASHINGTON SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE KING COUNTY, WASHINGTON.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**10. Severability.**

If for any reason a provision of this Agreement is found to be unenforceable, the offending provision may be amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the Parties, it shall be severed herefrom. In either event, the remainder of the Agreement shall continue in full force and effect.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**I AM FULLY AWARE OF THE CONTENTS OF THIS AGREEMENT AND RELEASE, AND HAVE READ AND UNDERSTAND ALL OF THE TERMS. THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.**

Printed Name of Participant	Participant Signature	Date
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Printed Name of Parent or Legal Guardian	Signature of Parent or Legal Guardian	Date
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**ADDITIONAL CONDITION TO BE SIGNED IF THE PARTICIPANT IS A MINOR**

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of TN's facility and/or participation in TN's activities. In consideration of TN allowing the above-named participant to participate and/or use the facility, I agree to be bound by the terms and conditions of this Release. On behalf of myself and my spouse or domestic partner, I hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge TN, its officers, directors, instructors, employees, agents, members and guests and all others associated with TN of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damage and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said minor ever had or may have, arising from or in any way related to such minor's participation in activities in connection with TN. I further agree that I have full and sole responsibility for the safety and wellbeing of the above-named participant while he or she is using TN facilities or participating in TN-related events. I represent that I have sufficient insurance coverage to pay for any injuries suffered by the above-named participant and further represent that I have the ability and willingness to care for the above-named participant in the event he or she is injured or disabled.

I further agree to indemnify, hold harmless and defend TN, its officers, directors, instructors, employees, agents, members and guests and all others associated with TN from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including those brought by or on behalf of, or otherwise caused by the above-named participant.

Printed Name of Parent or Legal Guardian	Signature of Parent or Legal Guardian	Date
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# ATTACHMENT A

## TO **TRAMPOLINE NATION**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,

COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

### PATRON CODE OF CONDUCT

I understand there are inherent risks in the participation in or on any trampoline court. I understand I have a duty to exercise good judgment and act in a responsible manner while using the trampoline court and to obey all oral or written warnings, or both, prior to or during participation, or both.

I understand I have a duty to not participate in or on any trampoline court when under the influence of drugs or alcohol.

I understand I have a duty to properly use all trampoline court safety equipment provided.

I understand I have a duty to not participate in or on any trampoline court if I have preexisting medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, any history of spine, musculoskeletal or head injury, or may be pregnant.

I understand I have a duty to remove inappropriate attire, including hard, sharp, or dangerous objects (such as buckles, pens, purses, badges, and so forth).

I understand I have a duty to avoid bodily contact with other patrons.

I understand I have a duty to conform with or meet height, weight, or age restrictions imposed by the manufacturer or owner to use or participate in the trampoline court activity.

I understand I have a duty to avoid crowding or overloading individual sections of the trampoline court and to refrain from "double-bouncing" other patrons.

I understand I have a duty to use the trampoline court within my own limitations, training and acquired skills.

I understand I have a duty to avoid landing on my head or neck. Serious injury, paralysis, or death, can occur.

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_