

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of All Star Events Inc, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ASE"), I hereby agree to release, indemnify, and discharge ASE, 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 sumo suit, inflatable games, amusement devices, amusement rides, zipline, climbing walls, corn mazes, waterball or any other amusement 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: slips and falls; collision with people or other objects; the hazards of walking on uneven terrain and slips and falls; being jolted, jarred, bounced, thrown about and otherwise shaken during rides; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; the use of ropes, harnesses, and other equipment; the forces of nature, including lightning and rapid weather changes; the risk of falling from significant heights, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; cardiac related events or illness; drowning; colliding with others; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; drowning; equipment failure or operator error; condition of the track; the negligence of participants, or other persons who may be present; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ASE employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness 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 ASE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ASE's equipment or facilities, **including any such claims which allege negligent acts or omissions of ASE.**
4. Should ASE 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 ASE, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in 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 document 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 ASE 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.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ASE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ASE 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.

Parent or Guardian: _____ Print Name: _____ Date: _____



Must be completed for participants under the age of 18 (Print up to three names/birthdates below of children of the SAME parent or legal guardian):

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

In consideration for gaining access to 1834 Southwest 2nd Street Pompano Beach, FL 33069 (the "Location") and engaging the services of Innovative Heights Florida, LLC, (d/b/a Sky Zone Indoor Trampoline Park Fort Lauderdale), or any other location within the state of Florida, d/b/a Sky Zone Indoor Trampoline Park, RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as "SZITP"), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

(Initial Here) I acknowledge that my participation in SZITP trampoline games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT SZITP WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED. I UNDERSTAND AND AGREE THAT I AM RELEASING SZITP FOR ANY LOSS ARISING OUT OF ITS NEGLIGENT ACTS OR OMISSIONS. THIS INCLUDES BUT IS NOT LIMITED TO FAILURE TO WARN, SUPERVISE, TRAIN OR DISCIPLINE ANY PERSON. In consideration of SZITP allowing my participation in trampoline games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge SZITP of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SZITP's ordinary negligence; and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that I shall not bring any claims, demands, legal actions and causes of action, against SZITP that are in any way associated with SZITP trampoline games or activities.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

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 BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE 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.

(Initial Here) . I certify that I am physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. I acknowledge that I have read the rules, (the "SZITP Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the SZITP Rules to the child(ren) listed in this waiver. I understand that the SZITP Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location. 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. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Florida and that the substantive law of Florida shall apply. Should SZITP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against SZITP, in addition to my agreement to defend and indemnify SZITP, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to SZITP. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I further grant SZITP the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television.

I further grant SZITP the right, without reservation or limitation, to photograph, videotape, audio record the artist, my employees, and to use my or my employees' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from Sky Zone at any time.

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 understand this Agreement and I voluntarily agree to be bound by its terms.

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above.

Parent/Legal Guardian/Participant's Signature (18 or older)

Date

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

Check box if you would not like to receive free email promotions and discounts to the email address provided above, I may unsubscribe from emails at any time.

Waiver accepted by _____ **(SZITP Employee)**



Waiver of Liability

In consideration of my child being given the opportunity to participate in the Funky Fish Kids Day, Inc program, I hereby as follows:

1. I am aware of the skills needed for, and recognize the risks of injury or harm that may occur to my child as a result of, my child's participation in the Funky Fish Kids Day, Inc program. I assume such risks on my own for myself and my child as a condition of my child being permitted to participate in the Funky Fish Kids Day, Inc program.
2. For my child and for myself and for child's heirs, successors and assigns, I hereby release and forever discharge Funky Fish Kids Day, Inc and it's affiliates, their respective officers, directors, shareholders, agents, employees, successors and assigns from any and all actions, costs, suits, demands, claims, damages, losses and liabilities (including reasonable attorney's fees) of any type or kind whatsoever arising out of or caused by my child's participation in Funky Fish Kids Day, Inc program.
3. I hereby agree to indemnify, defend and hold harmless Funky Fish Kids Day, Inc and it's affiliates, their respective officers, directors, shareholders, agents, employees, successors and assigns from any and all actions, costs, suits, demands, claims, damages, losses and liabilities (including reasonable attorney's fees) of any type or kind whatsoever arising out of or caused by my child's participation in Funky Fish Kids Day, Inc program.
4. Any photographs or video footage or voice recordings taken during the event may be used for publicity, program communication, marketing or other information sharing purposes including placement on the Funky Fish Kids Day, Inc. websites, and in newspapers and other community publications. Said photographs or recordings may be used singularly or in conjunction with other photograph or recordings. I freely give my consent and acknowledge that there is no compensation related to the use of said photographs or videos.

Location: _____

Child's Name: _____ DOB: _____

Parent/Guardian Name: _____

E-mail address*: _____

Emergency Contact Phone #: _____

Address: _____ City State, Zip: _____

Medical Conditions or needs you want us to know about: _____

Signature: _____ Date: _____



RELEASE OF LIABILITY
PLEASE READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Museum Visit with Education Program by Palm Beach Gardens JCC on the property of the Boca Raton Children's Museum, 498 Crawford Blvd., Boca Raton, FL 33432 and/or use of the property, facilities and services of the Boca Raton Children's Museum, I agree for myself and (if applicable) for all members of my party, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Boca Raton Children's Museum, and its employees, representatives or agents.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and my guests, and further release and discharge the Boca Raton Children's Museum for injury, loss or damage arising out of my or my guests' use of or presence upon the facilities of the Boca Raton Children's Museum, whether caused by the fault of myself, my guests, the Boca Raton Children's Museum or other third parties.
3. I agree to indemnify and defend the Boca Raton Children's Museum against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my guests' use of or presence upon the facilities of the Boca Raton Children's Museum.
4. I agree to pay for all damages to the facilities of the Boca Raton Children's Museum caused by me or my guests' negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____

Participant:

In case of an emergency, please call _____ at _____.

The Boca Raton Children's Museum
An Affiliate of Florence Fuller Child Development Centers, Inc.
498 Crawford Blvd., Boca Raton, FL 33432
(561) 368-6875 email: jayne@cmboca.org