

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: _____

SKI RIXEN - QUIET WATERS, INC. & BROWARD COUNTY

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE FEEL FREE TO CONSULT WITH LEGAL COUNSEL OF YOUR CHOICE.

In consideration of the services of Ski Rixen - Quiet Waters, Inc. and Broward County, its agents, officers, volunteers, participants, and all other persons or entities action in any capacity on their behalf (hereafter collectively referred to as SR-QW & BC), I agree to release and discharge SR-QW & BC, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representative and estate as follows:

I acknowledge the inherent extreme risk in cable wakeboarding and water skiing activities, including those which could occur on water and result in physical or emotional injury, paralysis, death, or damage to me, property belonging to me, SR-QW & BC and/or to third parties. I realize that these risks cannot be eliminated and include, among other things, falling in the water, being struck by equipment, drowning, struck by other participants, by my own negligence or other participants negligence. I understand that there are also unforeseeable accidents, which may occur, and I assume all risk associated with such accidents. I agree that there are possible accidents, which I cannot foresee, and I assume all risk associated with such accidents. I agree to pay attention to the lake and equipment and to advise SR-QW staff if I inflict or notice any damage. I agree to abide by all SR-QW safety rules. I agree that if SR-QW staff make a specific request or give an instruction to me, I will comply. I agree to use proper wakeboard and water ski practices and/or procedures. If I fail to use proper wakeboard or water skiing practices and/or procedures, the fault is solely mine. I agree that the jobs of SR-QW staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however it is entirely possible that the equipment being used might malfunction, be defective, and/or fail. I agree that SR-QW staff might be unaware of a participant's fitness or abilities.

Initials:

I expressly agree and promise to accept and assume all of the risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. I agree to assume all risk of personal injury, including paralysis and death, which may occur while I am at Ski Rixen - Quiet Waters, Inc. facility. I hereby voluntarily release, remise and forever discharge and covenant not to sue, Ski Rixen - Quiet Waters, Inc., and Broward County, its owners, directors, shareholders, officers, employees, hold manufacturers, lessors, insurer, and agents, from all liability for any such personal injury that I may incur, and 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 SR-QW's equipment and/or facilities, including any such claims which allege negligent acts or omissions of SR-QW & BC. I understand that this Participant Agreement, Release, Acknowledgment of Risk and Indemnity Agreement includes my claims for personal injury, including death based in total or in part upon the NEGLIGENCE ACTION OR INACTION OF SR-QW & BC, its owners, officers, directors, shareholders, employees, equipment suppliers, equipment designers, safety manufacturers, lessors, insurers, and agents.

Initials:

In the event any claim, demand or cause of action is made against SR-QW & BC, its owners, officers, directors, shareholders, employees, hold manufacturers, lessors, insurers and agents ("Releasees"), by the undersigned or by any minor over who, I have supervisory responsibility at the facilities of SR-QW (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend the said Releasees, including the payment of reasonable attorneys fees, including indemnity (with payment of costs and a reasonable attorneys fee) for any claim arising in whole or in part from alleged negligent action or inaction on the part of any Releasees.

Initials:

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 certify that I have no medical, emotional and/or physical conditions that could interfere with my safety in this activity, or else I am willing to assume - and bear the cost of - all risks that may be created, directly or indirectly, by any such condition.

Initials:

This Release applies to and binds my personal representative, heirs, and family. I further represent that I have complete and absolute authority to bind, contract for and legally act on behalf of any minor children in my family, and/or listed in this document, and understand and agree that SR-QW & BC relies to its detriment upon this representation and would not allow my minor child to use its facility without this representation. If a member of my family under the age of 18, or other child that I have authority to legally act on behalf of, participates in any activity at Ski Rixen - Quiet Waters, Inc., whether or not I am present, I make this release and these representations on his or her behalf as well as my own, and I agree to assume responsibility for his or her safety.

Initials:

Should SR-QW & BC or anyone on their behalf, be required to incur attorney's fee and costs to enforce this agreement, I agree to indemnify and hold harmless that party for all such fees and costs.

Initials:

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 SR-QW & BC and any part Releasees on the basis of any claim form which I release them.

Initials:

I understand that this release is a contract. I sign it of my own free will. I also understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive.

Initials:

I am aware that all activities, including but not limited to wakeboarding and water skiing (and all other activities run by Ski Rixen - Quiet Waters, Inc.) are hazardous activities that include certain risks and danger and include the risk of serious injury or death. I voluntarily accept full responsibility for all risks involved, including risks inherent in cable wakeboarding and water skiing, in all activities and in the cable water skiing and wakeboard environment.

Initials:

I accept my responsibility to wakeboard and water ski and participate in other activities safely at all times and obey all posted behavior notices and any other wakeboard or water ski areas and rules and policies.

Initials:

I understand that I may borrow or purchase certain equipment from SR-QW and/or other equipment suppliers, distributors, manufacturers, or sponsors through SR-QW, or elsewhere. Such equipment may include, but is not limited to wakeboards, bindings, vests, ropes, handles, and hardware (hereafter referred to as "equipment"). I agree that any equipment I use while wakeboarding or participating in other activities, I use entirely at my own risk. I voluntarily acknowledge and assume all risks associated with the use of all equipment. I further agree to return, in good condition, any equipment that I borrow.

Initials:

I am completely aware of and accept the risk and hazards inherent upon the use of the water jumps, sliders, ramps, water obstacle ski and wake board equipment and the use of the cable water ski and its facilities.

Initials:

Watersport Helmets must be worn to use all water obstacles. Use of water obstacles will result in voiding the warranty on your wakeboard. SR-QW is not responsible for any damage to the board or injury to you.

Initials:

I understand I must wear a coast guard approved life jacket and that SR-QW & BC provide no lifeguards on duty and I am advised to swim at my own risk. I acknowledge that I can swim and have no physical limitations that prevent me from participating in this activity. Furthermore, I acknowledge that I can walk back to the "take off" ramp from the water and am otherwise not physically unable to participate in this activity.

Initials:

In case of injury, I give permission for Ski Rixen - Quiet Waters, Inc. to seek medical treatment on my behalf.

Initials:

In Water Skiing, I understand I may be exposed to a number of high-risk factors and activities, including, but not limited to, other water skiers, equipment, animals, rocks, debris, shrubbery, loud noises, the elements and marine life forming any of which may involve the risk of injury illness or Disease or Mental Damage or even death. By entering the water and otherwise being on SR-QW's premises, I recognize these risks as well as the possibility of other unknown risks inherent in any outdoor recreational sport or activity. Such risks further include, but may not be limited to, failure of equipment (whether owned and or operated by SR-QW or others), falls in, on or around SR-QW's grounds and facilities, and risks or injuries associated with or caused by the conduct of other persons, whether SR-QW employees or third parties.

Initials:

Printed Name:	Address:		
Cell Phone:	City:	State:	Zip:
Signature: <small>(Must be signed in front of a Ski Rixen Employee)</small>	Date:	Email:	

Note: Parents need to initial and sign above, as well as the next page, for EACH child.

*** By providing your email address you agree to receive communications from our company and/or partners.**

SKI RIXEN - QUIET WATERS, INC. & BROWARD COUNTY PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

PARENT ADDITIONAL INDEMNIFICATION (for participants under 18 years old)

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below. I understand and agree that SR-QW & BC relies to its detriment upon this representation and would not allow the minor child to use its facility without this representation. In consideration of the Minor(s) listed below (hereafter "Minor"), being permitted by SR-QW & BC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SR-QW & BC and Releaseses from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the use or participation of Minor. I give my consent and permission to medical personnel to obtain or administer, on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so, or if in case of my minor child, if I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

Parent Printed Name:	Minor Printed Name:
Parent Signature: <small>(Must be signed in front of a Ski Rixen Employee, or notarized below)</small>	Minor Signature (if 12 years or older):
Date:	Date of Birth (DOB) (mm/dd/yyyy): / /

RELEASE BY ADULT, INDIVIDUALLY, AND ON BEHALF OF MINOR CHILD FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING ONTO THESE PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITY AND INDEMNITY AGREEMENT

Whereas each of the undersigned individuals are desirous of using the cable water ski as a skier/wake boarder and is doing so entirely upon his or her own initiative, risk, and responsibility.

I/We am/are completely aware of and accept the risk and hazards inherent upon the use of the water jumps, sliders, ramps, water obstacle ski and wake board equipment and the use of the cable water ski and its facilities.

Initials: _____

Now therefore, in consideration of use of the cable water ski, whether with or without charge, each of the undersigned individually, and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby release, discharge and covenant not to sue SR-QW & BC and/or their agents, officers, servants, representatives, and employees of and from any liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including fatal injury sustained while using, participating and/or observing the cable water ski, whether or not caused by the negligence of SR-QW & BC or its employees, agents, officers, servants, representatives, or by failure of the equipment.

Initials: _____

This release shall be binding upon the spouse, heirs, legal representatives, next of kin, executors, and administrators of each of the undersigned. In signing the foregoing release, each of the undersigned acknowledges and represents that he/she has read the foregoing release, understands and signs it voluntarily, that he/she is at least eighteen (18) years of age and of sound mind; that he/she is legally sober from the effects of alcohol & drugs; that he/she agrees to follow any and all instructions of the SR-QW personnel while using cable water ski, and that he/she is in good health, suffering from no physical disability which might impair his/her mental faculties and/or normal water skiing/wakeboarding & or swimming capabilities.

Initials: _____

Watersport Helmets must be worn to use all water obstacles. Use of water obstacles will result in voiding the warranty on your wakeboard. SR-QW is not responsible for any damage to the board or injury to you.

Initials: _____

I understand that any watersport and related activities can be dangerous and involve a risk of injury, which may even be fatal. Despite the risk of injury, I agree to expressly assume all risks of injury or death to me while participating and/or observing any watersports and related activities at SR-QW.

Initials: _____

I understand that wakeboarding, waterskiing, and knee boarding with or without the use of water obstacles is an extreme sport, and therefore is considered very dangerous and may result in serious injury or death to me or the rider/skier while participating in watersports.

Initials: _____

I understand I must wear a coast guard approved life jacket and that SR-QW & BC provide no lifeguards on duty and I am advised to swim at my own risk. I acknowledge that I can swim and have no physical limitations that prevent me from participating in this activity. Furthermore, I acknowledge that I can walk back to the "take off" ramp from the water and am otherwise not physically unable to participate in this activity.

Initials: _____

This document is implemented from the date of signature of the undersigned person/persons and it will be in effect for a period of five (5) years from the date of my signature.

Initials: _____

BY SIGNING THIS AGREEMENT, YOU AND YOUR MINOR CHILD ARE GIVING UP YOUR RIGHTS TO SUE US FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THESE PREMISES OR DURING OUR EVENTS FOR 5 YEARS. I HAVE READ AND FULLY UNDERSTAND THE FOREGOING RELEASE AND PARTICIPATE AT MY OWN RISK. I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND I EXPRESSLY ASSUME ALL RISK INHERENT TO THE USE OF THE FACILITIES, AS WELL AS PARTICIPATING IN AND OBSERVING ANY WATERSPORT, INCLUDING BUT NOT LIMITED TO THE USE OF THE CABLE WATER SKI, AND ANY AND ALL EQUIPMENT. I ACKNOWLEDGE THAT I HAVE WATCHED THE VIDEO DEMONSTATION AND I HAVE NO RESERVATIONS CONCERNING MY CHILD'S ABILITY TO PARTICIPATE IN THIS ACTIVITY. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE ABOVE PROVISIONS. DO NOT SIGN IF YOU DO NOT UNDERSTAND!

If parent/guardian is not able to sign release in the presence of SR-QW staff, this release must be notarized in the space provided below. If a legal guardian is completing the release, official notarized proof of legal guardianship papers must be provided.

Signature and Subscribed To for me this _____ day of _____, 20____

Notary Public _____
(Signature of Notary Public)

Name of Notary Public (Typed or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



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, and/or record me and/or my child(ren) and to use my or my child(ren)'s 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)**

X-TREME ROCK CLIMBING, INC. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant First Name		Participant Last Name		Middle Name	Date of Birth
Address 1			Address 2	City	
State	Postal	Primary Phone		Secondary Phone	
Email Address (we never share your information with anyone)			Emergency Contact		Emergency Phone

THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. This Agreement must be read and signed by all participants 14 years of age and older. If the participant is a minor (under 18), it must be signed also by the child's natural guardian (defined by pertinent Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing the signature of a natural guardian may be required to prove the authenticity of the signature. A minor who signs this agreement does so to reflect his or her understanding of the activities and their risks.

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 ON THE EDGE CLIMBING GYM, INC., ITS OWNERS, SUCCESSORS, AFFILIATES, EMPLOYEES AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) 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 A RELEASED PARTY 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 RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of being allowed to participate, participant and, if participant is a minor, natural guardian, acknowledge and agree as follows:

1. Activities and Risks

Climbing on artificial climbing walls, and related activities (including, but not limited to, bouldering, challenge type activities and fitness or exercise classes) exposes participants to numerous risks which might result in physical and emotional injury, death or property loss or damage. These risks include, among others, the following: falling, to the floor or pads; falling or swinging into the climbing wall and other structures and objects; being struck by falling climbers, hardware, tools, broken or dropped holds and other objects; entanglement in ropes; abrasions and/or other injuries from contact with climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, or the floor. Climbing and belaying equipment and structures may malfunction, be defective, or fail; and absorbing materials, including pads, below the wall may not prevent all injuries from falls. Participants may participate out of control or beyond their limits or otherwise act in a negligent or intentional manner which contributes to the injury or death of themselves or another participant. Staff, visitors, belayers and other persons present may act negligently or engage in other wrongful conduct. X-treme Rock Climbing, Inc. may fail to warn participants or the natural guardians of certain inherent risks. These risks are inherent in a participant's enrollment and climbing and related activities and they cannot be eliminated without altering the nature of the experience. Other risks may be encountered. If I am the natural guardian of a minor participant, **I have explained the risks and possible outcomes to the child. I, and the child, understand them and we both choose for the child to participate nevertheless. My, or the child's, participation is voluntary.**

2. Assumption of Risks

I, participant or, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, understand, acknowledge and assume any and all risks of X-treme Rock Climbing, Inc. activities and the use of its facilities and equipment, inherent or not, and whether or not described in this document.

3. Release and Indemnity (Adult participant)

I, an adult participant, hereby release and covenant not to sue X-treme Rock Climbing, Inc., its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and all other claims, demands or causes of action which accrue to me, which are in any way related to my enrollment or participation in an activity of X-treme Rock Climbing, Inc. or the use of its facilities or equipment. In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorney's fees, costs and insurance deductibles) Released Parties and each of them with respect to any claim of loss suffered or caused by me, by whomever it may be brought, which relates in any way to my enrollment in an activity of X-treme Rock Climbing, Inc. or the use of its facilities or equipment. These agreements of release and indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

4. Release and Indemnity (Natural guardian for himself or herself and on behalf of a minor participant)

As the natural guardian of the minor participant I, for myself and on behalf of my minor child, hereby release and covenant not to sue X-treme Rock Climbing, Inc., its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and any and all other claims, demands or causes of action which accrue to me or to my child which are in any way related to the child's enrollment or participation in an activity of X-treme Rock Climbing, Inc. or the use of its facilities or equipment. The claims which I hereby release for myself include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct. The claims which I release on behalf of my child are those which accrue to the child resulting from an inherent risk of the child's enrollment or participation in an activity of X-treme Rock Climbing, Inc. or the use of its facilities or equipment. (IMPORTANT: for purposes of this Release by the natural guardian on behalf of the minor child "inherent risk" is defined by pertinent Florida law as those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonable manner. The term includes, among other acts or omissions, the failure of the activity provider to warn the natural guardian or child of an inherent risk, and the negligent or intentional acts of the child or another participant which may contribute to the injury or death of the minor participant. "Participant" for purposes of this Release, DOES NOT include X-treme Rock Climbing, Inc. its owners, successors, affiliates, employees and agents.) In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorney's fees, costs and insurance deductibles) Released Parties and each of them, with respect to any claim of loss suffered or caused by the child, by whomever it may be brought, in any way related to my minor child's enrollment in an activity of X-treme Rock Climbing, Inc. or the use of its facilities or equipment. This agreement of indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

5. Other

a. I, an adult participant or natural guardian, agree that if any part of this Agreement is held by a court of law to be unenforceable, the remainder shall survive. It is my intent to comply fully with Florida law, including with respect to a natural guardian's authority to release certain claims on behalf of his or her child or ward. The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Miami Dade County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

b. I agree further that this agreement will remain in full force and effect, and apply to subsequent visits to X-treme Rock Climbing, Inc. by me, or the minor child, until revoked in writing, with notice to the other party. Future participation and use of X-treme Rock Climbing, Inc. is evidence of my or the child's, continuing agreement with the terms of this document.

c. I understand that photographs and video recordings which include me or the child may be taken at X-treme Rock Climbing's facilities. I agree that X-treme Rock Climbing, Inc. may use my or the child's likeness in any and all of its publications and advertisements without payment or any other consideration.

d. X-treme Rock Climbing Gym wants to provide a fun environment for all participants and spectators. I, and the child, understand and agree that X-treme Rock Climbing, Inc. reserves the right to deny or revoke access to anyone for any act deemed inappropriate.

e. I, or the child and I, have read, understand and agree to obey the posted Safety Rules which are printed and available at X-treme Rock Climbing, Inc. and its website.

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of myself and the minor participant, and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation. I have had sufficient opportunity to read and understand this document and intend for it to be binding on me, the minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives. Natural Guardian(s) must sign below for the minor child to participate and agree that they and the minor child are subject to all the terms of this document, as set forth above.

Signature of Participant [_____] Date _____
(14 years and older must sign)

Participant Name _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for _____, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature of Parent(s) [_____] Date _____
(or Legal Court Appointed Guardian)

Parent/Guardian Name _____

If your minor child will be presenting this form without you, the natural guardian, being present, they will be required to prove the authenticity of the signature. Have them bring a signed copy of the natural guardian's drivers license with them upon their first visit to X-treme.