

RUSH JENSEN BEACH

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services provided by RUSH JENSEN BEACH, LLC (“the Park”) and of the permission granted by the Park to use the Park’s property, facilities, and services and to participate in trampoline court activities and other amusement activities at the Park (the “Activities”), I, on behalf of myself and on behalf of my child or children and any other minors within my care as listed below (“Minors”), agree to the following terms and conditions. I understand that this document affects my legal rights and the legal rights of the Minors, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by all terms and conditions of this agreement.

1. General Release and Waiver of Liability. In consideration of the services provided by the Park and of the permission granted by the Park to use the Park’s property, facilities, and services and to participate in the Activities, I, for myself and on behalf of my spouse, children, wards, heirs, assigns, personal representatives and next of kin (the “Releasing Parties”), voluntarily release and forever discharge and agree not to sue the Park and its agents, members, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers and manufacturers, trainers, intellectual property holders, and any and all other persons or entities acting in any capacity on the Park’s behalf (hereinafter collectively referred to as the “Protected Parties”) from liability for any claims connected with or arising from my or the Minors’ participation in the Activities or use of the Park facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions of any of the Protected Parties.

I understand that this release of liability will prevent any of the Releasing Parties, including me and the Minors, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using the Park facilities.

2. Acknowledgement of Risks. I understand that my participation and the participation of the Minors in the Activities involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to the Minors, or to third parties. Such risks (the “Risks”) include:

- the risks inherent in the Activities, including but not limited to slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces in the Park;
- the negligent acts or omissions of the Protected Parties, or their agents or employees;
- defects in the Park facilities;
- improper or inadequate instruction or supervision regarding the Activities or use of the Park facilities;
- the behavior of other participants in the Activities;
- accidents or incidents in the Park facilities; and
- first aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties or their agents or employees.

Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.

I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unanticipated risks may also result in injury, death, illness or damage to me, to the Minors or to our property.

3. Assumption of Risks. After being fully informed of the above risks, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties and the Minors, expressly agree and promise to accept and assume all known and unanticipated risks associated with participation in the Activities and use of the Park's facilities, including the Risks listed above, and I voluntarily elect to participate and to allow the Minors to participate in the Activities and use the Park's facilities.

I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by signing this form I am giving up my right and the right of the Minors to recover from the Protected Parties in a lawsuit or other proceeding for any damages, including personal injury or death to me or the Minors, that results from such risks. I understand that I have the right to refuse to sign this form, and the Park has the right to refuse to let me or the Minors participate if I do not sign this form.

4. Indemnification Agreement. (a) I hereby agree to hold harmless, indemnify and defend the Protected Parties from and against any and all claims, losses, actions, proceedings, costs, expenses, damages, settlement amounts and liabilities (including claims brought by any of the Releasing Parties or Minors) and any and all costs and expenses in connection therewith, including attorneys' fees and costs of investigation (collectively the "Claims"), arising out of or connected with my or the Minors' participation in the Activities or use of the Park's facilities, regardless of whether the Claims are the result of the negligent acts or omissions of myself, the Minors, the Protected Parties, or third parties, including other participants in the Activities. Such indemnity obligation shall include, but not be limited to, any claim, action or proceeding that alleges that I or the Minors negligently or intentionally caused any injury, death or damage to other participants in the Activities or other third parties at the Park.

(b) In the event any claim, action or proceeding is brought against the Park or its agents, members, managers, owners, officers, directors or principals that falls within the scope of Section 4(a), I agree to pay \$50,000 to the Park as an advance deposit to be used for payment of costs and expenses incurred by the Park regarding such claim, action or proceeding, including attorneys' fees, costs of investigation, settlement amounts and damages, with such amount to be paid to the Park within fifteen (15) days of receiving written notice from the Park of such claim, action or proceeding. If during the pendency of the claim, action or proceeding the advance deposit is drawn upon and falls below \$15,000, upon receiving notice from the Park I agree to replenish the deposit amount to \$50,000 within fifteen (15) days of receiving such notice. I understand that at the conclusion of the claim, action or proceeding, including the resolution of any appeals, the Park will refund to me any remaining portion of such deposit not used to reimburse the Park for costs and expenses incurred in connection with such claim, action or proceeding. The Park by accepting such deposit does not waive its rights under this agreement to collect any additional amounts owed pursuant to this agreement.

5. Release of Rights to Audio, Video and Photographic Images. I hereby grant the Park on behalf of myself and the Minors the irrevocable right and permission to photograph and/or record me or

the Minors in connection with the Activities and the Park and to use the resulting photographic images, audio or video for all purposes, including advertising and promotional purposes, in any manner and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration, and without any reimbursement of any kind due to me or the Minors. On my behalf and on behalf of the Minors, I waive any right to inspect or approve the use of any such photographic image, audio or video. I agree that the Park will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the photographic images, audio and video and the results and proceeds of my participation hereunder.

6. Certifications. In order to assist the Park in effectively providing for the safety of me and the Minors, I certify that:

- I have no knowledge of any health problems that would cause participation in the Activities to negatively impact my health or the health of the Minors
- I and the Minors possess a sufficient level of physical fitness and skill to safely participate in the Activities, and neither I nor the Minors have any pre-existing physical or medical conditions that might be impacted or worsened by use of the Park, including pregnancy, orthopedic problems, including back problems, heart problems, or breathing problems
- I will not use or allow the Minors to use the Park while any of us are under the use of any drugs, alcohol or medications that may impair our physical activities or judgment
- I agree to follow (and cause the Minors to follow) all safety rules of the Park and to alert the Park staff to any rules violations or dangerous behavior of other participants
- I understand that my failure or refusal to abide by the safety rules of the Park or by instructions and directions of Park staff can lead to the immediate revocation of my right to use the Park, without any right to refund of any payments made
- I will notify Park staff before I or the Minors participate in Activities if any of us have been diagnosed with behavior disorders or are taking any behavior modification medications
- I will inform Park staff immediately if I or the Minors feel any unusual discomfort while participating in the Activities and will immediately stop (or cause the Minors to stop) participation in the Activities
- I am aware that Park staff may need to end my or the Minors' participation in the Activities if my or the Minors' actions present a danger to myself or others
- I authorize the Park staff to administer emergency first aid and CPR to myself and to the Minors when deemed necessary by the Park staff
- I authorize the Park staff to secure emergency medical care or transportation if deemed necessary by Park staff, and I agree to assume all costs of emergency medical care or transportation.
- I acknowledge that the Park encourages each participant to obtain medical clearance prior to participating in the Activities
- I have adequate insurance to cover any injury or damage I and the Minors may cause or suffer while participating in the Activities, or if not, I agree to bear the costs of such injury or damage to myself, the Minors and others

7. Term of Agreement. I understand that this agreement shall continue in effect and will be in full force and legal effect each and every time I or the Minors visit the Park, whether at the current location or any other location or facility. I agree that the Park may require me to sign a new agreement at any time as a requirement for my participation or the participation of the Minors in the Activities.

8. Attorney's Fees. I promise to indemnify the Park for any attorneys' fees and costs incurred by the Park to enforce this agreement, including costs associated with any collection efforts. If Park obtains a judgment against me pursuant to this agreement, prejudgment and post-judgment interest shall accrue thereon at the maximum amount allowed by applicable law.

9. Governing Law; Venue; Dispute Resolution. This agreement shall be governed by and interpreted in accordance with the laws of the state in which the Park is located ("Forum State") without regard to the conflict of law rules of the Forum State. I agree and acknowledge that any claim or dispute arising from or related to this agreement or the relationship of the parties in any respect thereto shall first be submitted to mediation, and that engaging in such mediation is a condition precedent to bringing any claim against the Park arising from or related to this agreement. Such mediation may be initiated by either party by providing a written demand for mediation to the other party and shall be conducted within the Forum State in accordance with the then current Commercial Mediation Procedures of the American Arbitration Association ("AAA"). If settlement is not reached within sixty (60) days after delivery of a written demand for mediation, such claim or dispute shall be submitted to and be settled by final and binding arbitration in the Forum State in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. If arbitration is not available, or in the event of litigation to enforce arbitration or settlement between the parties to this agreement, I agree that sole jurisdiction and venue shall be in the state and federal courts located in the Forum State, and I waive any defense of jurisdiction and/or venue that may now or hereafter exist.

10. Entire Agreement; Severability. I understand that this is the entire agreement between the undersigned and the Park, and that it cannot be modified or changed in any way by the representations or statements of the Park or its employees or agents or by the undersigned. This agreement supersedes any and all previous oral or written promises or agreements.

I understand and agree that this agreement is intended to be as broad and inclusive as permitted by the laws of the Forum State and that if any portion thereof is held invalid, it is agreed that the remainder of the agreement will remain in effect and will continue in full legal force and effect.

11. Effect of Agreement. I have read the above and fully understand the terms of this agreement and I have either consulted an attorney regarding the agreement or have elected not to do so. I am aware that by signing this agreement, I am giving up rights that I may have to bring a legal action or assert a claim against the Protected Parties on the basis of their negligent acts or omissions. I understand that by signing this agreement I may be found by a court of law to have forever waived my rights and the rights of the Releasing Parties and the Minors to maintain any action against the Protected Parties on the basis of any claim from which I have released the Protected Parties. I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me. I have had reasonable and sufficient opportunity to read and understand this entire agreement. I unconditionally agree to the full terms, statements, warranties, notices, representations, waivers and releases contained in this agreement on behalf of myself, the Releasing Parties and the Minors listed below.

I certify that I am the parent, legal guardian or authorized agent of the Minors listed below and that I have authority to sign this agreement on their behalf. I also certify that the information provided below for each Minor participant is true and correct. I acknowledge that the Park staff may require me to present a picture I.D. to verify my identity.

Printed Name: _____ Signature: _____ Date _____ D.O.B. _____

Address: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Participants Under 18 Years of Age:

Name: _____ Age: _____ Relationship to Adult Participant: _____

Name: _____ Age: _____ Relationship to Adult Participant: _____

Name: _____ Age: _____ Relationship to Adult Participant: _____

Name: _____ Age: _____ Relationship to Adult Participant: _____

Waiver accepted by: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Circus of the Kids, 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 "COTK"), I hereby agree to release, indemnify, and discharge COTK, 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 a circus arts training and instruction, including aerial arts, acrobatics, balancing and other various disciplines 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; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, meets and exhibitions raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, COTK 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 might misjudge the weather or other environmental conditions. 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 COTK 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 COTK's equipment or facilities, **including any such claims which allege negligent acts or omissions of COTK.**
4. Should COTK 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 COTK, 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 COTK 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.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ 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 COTK to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless COTK 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: _____



WAIVER, GENERAL RELEASE AND INDEMNITY AGREEMENT



Last Name		First Name		MI
Telephone	Street Address	City	State	Zip
Emergency Contact/Chaperone	Emergency Telephone	Birthday	Age	
Email Address:				

Parent / Guardian				
Last Name		First Name	MI	Home Telephone
Email Address:				Other Telephone

This Waiver and General Release is for the above mentioned participant with regards to any activity or activities sponsored by Island Surf and Sport, Inc. and H2Flo, wherever those activities may take place.

In consideration of being given the opportunity to participate in these Activities, I, for myself or my child, my personal representative, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the activities I am participating in (or that my child is participating in) including the use or operation of any equipment that is necessary to participate in the Activity; and that I / child are qualified to use said equipment. Furthermore, I (or my child) am in good health, and in proper physical condition to participate in all such activities.

2. FULLY UNDERSTAND that:
- (a) My participation in any or all these activities involves risk and dangers of serious bodily harm or injury, including permanent disability, paralysis and death ("Risks");
 - (b) These Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others, including those participating in the Activities, the condition in which the Activities takes place, or the negligence of the "Releasees" named in paragraph 4 below;
 - (c) There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and
 - (d) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my or my child's participation in any or all Activities.

3. AGREE AND WARRANT that I will examine and inspect each aspect of the Activities in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will not take part in the Activity until the condition has been corrected to my satisfaction.

4. I HEREBY RELEASE, discharge, and covenant not to sue Island Surf and Sport, Inc. and H2Flo Inc. its directors, agents, officers, sponsors, co-sponsors, affiliates, volunteers and employees, as well as other participating parties to the Activities, and if applicable, owners and lessors of premises, on which the Activities take place, (all of the foregoing considered the "Releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations. In consideration of your accepting me (the adult participant) or my child (the child participant / minor) for participation in the above program, Activity, or sport, I hereby, for myself, my heirs, executors, and administrators, acknowledge that there are inherent risks associated with any activities such as travel by car, bus or airplane, swimming, surfing, skateboarding, playing or the like, accidents or illness in remote places without immediate access to medical facilities , force of nature, including sun, wind, and rain. I understand that the description of these activities is not complete and other unknown or unanticipated inherent risks may result in injury or death.

For the consideration stated above, I further agree that in the event that I (the adult participant) or my child (the child participant / minor) should make any claims against the Releasees for damages arising out of the above named program, activity, or sport, I will personally INDEMNIFY, DEFEND AND HOLD HARMLESS Island Surf and Sport, Inc. and H2Flo Inc. and officers/directors, agents, employees, representatives, sponsors, co-sponsors, affiliates, successors, and assigns against any and all loss and damage occasioned hereby, including attorney's fees.

TALENT RELEASE. I hereby consent for no value received and without further consideration or compensation to the use (full or in part) of all videotapes, pictures taken of me and any member of my family and/or recordings made of my voice and/or written extraction, in whole or in part, of such recordings or musical performance for the purposes of illustration, broadcast, or distribution in any manner. If you do not wish to have your pictures posted online, initial here _____.

I have read and understand this agreement and have willingly placed my signature below as evidence of my acceptance of all the conditions contained herein.

Signatures:

Participant _____ Date _____
 (If participant is not a minor)

Parent or Guardian _____ Date _____

*Thank you for allowing us to contact you in the future by completing the email and contact info.

(3) **ATTORNEYS' FEES:** I promise to indemnify FLYING PANDA PSL for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of FLYING PANDA PSL, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering FLYING PANDA PSL and participating in the ACTIVITIES, I hereby grant FLYING PANDA PSL on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with FLYING PANDA PSL 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.

(5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit FLYING PANDA PSL, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) **VENUE:** In the event a lawsuit is filed against FLYING PANDA PSL, I agree to the sole and exclusive venue of Saint Lucie County, Florida. I further agree that the substantive law of Florida shall apply without regard to any conflict of law rules.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against FLYING PANDA PSL on the basis of any claim from which I have released FLYING PANDA PSL and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless FLYING PANDA PSL and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by FLYING PANDA PSL and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against FLYING PANDA PSL and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.



You MUST be 18 years old or older to sign your own waiver
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)



Enter Adult Full Name and Date of Birth

(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

**We reserve the right to review your license and/or other forms of ID to verify identity and age.
This waiver is good for one day only.**

FLYING PANDA PSL, LLC, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS)

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE FLYING PANDA PSL FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF FLYING PANDA PSL, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT.

Initials:

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by FLYING PANDA PSL, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "FLYING PANDA PSL"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge FLYING PANDA PSL on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider FLYING PANDA PSL'S premises and facilities. It is further warranted that such entry into FLYING PANDA PSL'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which FLYING PANDA PSL provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue FLYING PANDA PSL, including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment in FLYING PANDA PSL'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by FLYING PANDA PSL or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of FLYING PANDA PSL and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of FLYING PANDA PSL or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of FLYING PANDA PSL and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless FLYING PANDA PSL and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by FLYING PANDA PSL and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against FLYING PANDA PSL and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments FLYING PANDA PSL and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of FLYING PANDA PSL or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless FLYING PANDA PSL for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to FLYING PANDA PSL or its facility and/or to any and all other persons and entities acting in any capacity on behalf of FLYING PANDA PSL.