

Hainesport TA, Inc DBA: Stratosphere Trampoline Park and/or Hainesport Trampoline Park Participant Agreement, Release, and Assumption of Risk

Parent/Guardian/Participant (if over 18) First Name:	Last Name:	Birth Date	Cell Phone	Today's Date	
Email Address	Street Address		City	State	ZIP
Child/Minor's First Name	Child/Minor's Last Name		Child/Minor Date of birth		
Child/Minor's First Name	Child/Minor's Last Name		Child/Minor Date of birth		

In consideration of the services of Hainesport TA, Inc/ DBA: Stratosphere Trampoline Park, Hainesport Trampoline Park, and/or VKP Associates, Inc. including their past, present and future, partners, directors, officers, shareholders, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, partners, affiliates, volunteers, participants, agents, assigns, attorneys, owners, predecessors, successors-in-interest, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HTP"), I hereby understand and agree as follows:

- ASSUMPTION OF RISK:** I and/or my child/ward (the "Participants") are voluntarily participating in the activities offered by HTP including, but not limited to, the use of the equipment, facilities and the premises. I understand that participation involves inherent risks, I have explained these risks to the Participants, and I agree that he Participants assume all risks that may result from participation.
- The Participants understand and agree: Participation entails unknown and unanticipated risks that could result in the damage, loss or theft of personal property, and/or personal injury to the Participants or third parties. Such risks cannot be eliminated from participation. The activities currently offered by HTP that the Participants may engage in include, but are not limited to, trampolines, dodge ball, air bags, rock wall climbing, and mechanical bull riding. The inherent risks of participation in these activities include, but are not limited to: slips and falls; falling into, falling off of, or being thrown from equipment; equipment malfunction or failure and/or operator error; collisions with other participants; the intentional or negligent behavior of other participants, HTP, or persons on the premises; the participant's own physical condition; and the physical exertion associated with these activities. **The risk of participation includes the risk of serious emotional or physical injury, disability, paralysis, and/or death**, including but not limited to: slips and falls; pinches, bruises, abrasions, cuts, and lacerations; musculoskeletal injuries, including head, neck and back breaks, strains or sprains; paralysis; concussions; and/or even more severe life threatening injuries. If the Participants are injured or require medical assistance, all medical treatment or rehabilitation will be at our own expense, and HTP shall not be liable to indemnify or reimburse any such costs. HTP cannot warn of every conceivable risk of participation, and the Participants assume the risk of incomplete, inadequate or lack of warnings or instructions. HTP cannot be aware of the Participants' physical or mental health, conditions, abilities, or limitations, and I will use reasonable judgment on behalf of the Participants to determine whether they are able to participate in the activities offered by HTP.
- I hereby voluntarily agree on behalf of the Participants, and their spouses, children, parents, heirs, assigns, personal representatives and estates, to forever release, waive, indemnify, hold harmless and discharge HTP, and all other persons or entities liable or who might be claimed to be liable, from any and all causes of action, claims, suits, demands, controversies, judgments, damages, losses, costs, expenses, fees, attorneys' fees, sanctions, executions, liabilities, obligations and any and all other liabilities of any kind, which are or may be brought against HTP, which in any way arise out of or are connected with the Participants participation. Should HTP be required to incur attorneys' fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I have adequate insurance to cover any injury or damage the Participants may cause or suffer from participation, and if I am lacking insurance or my insurance is inadequate, I will bear all of the costs of such injury or damage.
- If I file a lawsuit against HTP, I will do so solely in the state of New Jersey. The substantive law of New Jersey shall apply in such lawsuit without regard to conflict of law rules. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged in connection with the Participants' participation, I may be found by a court of law to have waived my right to maintain a lawsuit against HTP based on the release I have provided in this document.
- I have had sufficient opportunity to read this entire document. I understand it and have signed it voluntarily on behalf the Participants, and agree to bind the Participants to its terms.
- I grant HTP the right to photograph, videotape, and/or record the Participants and to use their name, face, likeness, voice and appearance for free for promotional purposes without reservation or limitation. I would like to receive free e-mail promotions and discounts from HTP at the e-mail address set forth above. I understand that I can unsubscribe at any time.

I certify that I am the parent and/or legal guardian of the minor children listed above. In consideration of HTP permitting the minor children listed to participate in the services and activities offered by HTP including, but not limited to, the use of the equipment, facilities and the premises, I hereby agree to bind each minor child listed to the terms of this Participant Agreement, Release and Assumption of Risk and I agree to indemnify and hold harmless HTP from any and all claims which are or may be brought by or on behalf of the minor children listed which are in any way related to their participation in the services and activities offered by HTP.

Parent/Legal Guardian/Participant's Signature (Must be 18 or older): _____

Waiver Accepted By (HTP Employee/Representative): _____