

## ***Elevated Sportz/Venture Irresistible, LLC***

# **Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

**Nature of the Activity:** Elevated Sportz/Venture Irresistible, LLC (hereafter referred to as ES/VI) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can help produce many benefits for the client – including pleasure, opportunity for competition, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, while there are many benefits to trampolining, ES/VI feels it is important that the PARTICIPANT/PARENT (which refers to either an ADULT Participant, **OR** a MINOR Participant and PARENTS/GUARDIANS) knows that ES/VI trampoline activities are active and vigorous and, consequently, involve some risks of injury that are inherent to the activity.

Some of the activities available at ES/VI include: General Trampoline Jumping, Dodge Ball, Basketball Slam Dunk, Foam Pit Jumping, and Kidz Adventure Castle. ES/VI also serves as a host for birthday parties, school field trips, summer day camps, corporate events, fitness classes, and sports training for diving and gymnastics. ES/VI feels that it is important that the PARTICIPANT/PARENT understands that all physical activities include some inherent risks. The *inherent risks* of ES/VI activities might be divided into two types – the **first** of which is those risks inherent in any trampoline jumping (e.g., landing wrong, colliding with other participants, landing on another participant, over-exertion, attempting flips that are beyond participant's capacity, landing on a hard surface or the wrong trampoline, unexpected failure of the equipment (including, but not limited to, trampoline surface, attachments, exposed springs or hooks, and padding), erratic behavior of other participants, and supervisory or judgment error by supervisory staff. The **second** type is those risks related to the specific ES/VI activities offered (e.g., dodgeball, basketball slam dunk, foam pit jumping, adventure castle). These include, but are not limited to, being struck in the face or head by a ball, breaking a finger, colliding with the basketball backboard or goal, becoming entangled with the goal, muscle strains, missing the foam pit or landing wrong, colliding with another participant at bottom of adventure castle slide, falls from steps or ladders, heart attack or asthma attack. For hosted events, some of the inherent risks include over-enthusiastic participation due to excitement or competition within the group, over-exertion when building fitness, weather and other environmental conditions, and injury resulting from attempting difficult stunts or tasks.

Further, ES/VI feels that it is important that the PARTICIPANT/PARENT understands the three types of injuries that can occur. First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the *Serious Injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is the *Catastrophic Injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, we feel that the PARTICIPANT/PARENT should be aware of all possibilities.

*While it is impossible to eliminate all risk and possibility of injury*, ES/VI 1) has designed the facility with safety as a prime concern; 2) requires viewing of a safety video prior to participation; 2) has trained supervisors on hand; 3) provides general supervision of activities; 4) provides instruction in some activities; 5) has developed rules and policies that focus on safety; and 5) has almost completely eliminated the major traditional hazard of trampoline jumping (striking a hard surface or the floor).

**Assumption of Inherent Risks:** I, the PARTICIPANT/PARENT, have read the above paragraphs and **know** that ES/VI trampoline activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of ES/VI activities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

**Waiver of Liability for Ordinary Negligence:** In consideration of permission to use the ES/VI property, facilities, and services, today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue ES/VI**, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from the ordinary negligence** of ES/VI or the *protected parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in ES/VI activities (including, but not limited to, instruction, aerial training, individual or group play, trampoline competition, classes, observation, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification Agreement:** I, the PARTICIPANT/PARENT, **agree to hold harmless, defend, and indemnify ES/VI and *Protected Parties*** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from my injury or loss due to my participation at ES/VI (including claims arising from the inherent risks of ES/VI activities and those arising from the **ordinary negligence** of ES/VI or *Protected Parties*).

I further agree to hold harmless, defend, and indemnify ES/VI and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at ES/VI (including claims arising from the inherent risks of ES/VI activities and those arising from the **ordinary negligence** of ES/VI or Protected Parties).

**Clarifying Clauses:** **1)** I, the PARTICIPANT/PARENT, confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and ES/VI and cannot be modified or changed in any way by representations or statements by any agent or employee of ES/VI. **2)** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **3)** I also understand that if any legal action is brought, the appropriate trial court for the County of Snohomish in the State of Washington has the sole and **exclusive jurisdiction** and that only the substantive laws of the State of Washington shall apply. **4)** In the event of a dispute, I, the PARTICIPANT/PARENT, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at ES/VI shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

**In order for ES/VI to more effectively provide for the safety of the participant, ES/VI asks PARTICIPANT/PARENT to help us by certifying the following:** I, the PARTICIPANT/PARENT,

**Rules and Actions**

- agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- agree to stay in areas that will not place me in undue danger.
- acknowledge that it is the my duty to inform staff and cease exercise immediately if I feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

**Safety Video**

- understand that all participants must watch the safety video each visit prior to jumping.
- understand that participants may be required to view the video again during a jump session if he or she does not obey the rules.
- have viewed a safety video and agree that I will not attempt to jump until I feel capable of safe participation.
- acknowledge that the ES/VI may need to end my participation if I present a danger to myself or others.

**Health and Safety**

- acknowledge that one should get medical clearance prior to participation in a vigorous physical activity.
- possess a sufficient level of skill and physical fitness for safe participation in ES/VI trampoline activities.
- agree to attempt only activities that I feel I am capable of performing safely.
- have no health problems that would make participation in ES/VI trampoline activities unwise.
- authorize ES/VI to administer emergency first aid, CPR, and use an AED when deemed necessary by ES/VI.
- authorize ES/VI to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by ES/VI and I agree to assume all costs of emergency medical care and transportation.

**Use of Likeness**

- authorize ES/VI to use participant's likeness in its publications, websites, and marketing materials without payment.

**Acknowledgment of Understanding:** I, the PARTICIPANT/PARENT, have read this Agreement and understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the PARTICIPANT/PARENT, acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties, to the greatest extent allowed by law of the State of Washington. Additionally, I, the Parent/Guardian of a minor participant, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.

**WAIVER CAN ONLY BE ACCEPTED IF ALL INFORMATION IS COMPLETE AND IS VALID ONLY FOR TODAY'S VISIT.**

_____		<b>If Participant is a Minor, Parent/Guardian Must Complete the following:</b>	
Name of PARTICIPANT (Print)	Date	_____	_____
_____	_____	Name of Parent/Guardian	Date of Birth
Signature of ADULT PARTICIPANT	Age	_____	_____
_____	_____	Signature of Parent/Guardian	Date
Date of Birth of PARTICIPANT	Gender	_____	_____
_____	_____	Driver's License Number of Parent or Guardian	State
Address, City, State of PARTICIPANT	Zip Required	_____	_____
_____		Parent Telephone Number Required	_____
<b>Emergency Contact Person</b>	_____	<b>Phone</b>	_____ <b>Cell</b> _____