## ROCKIN' JUMP PARTICIPANT AGREEMENT, RELEASE OF LIABILITY AND INDEMNIFICATION

As consideration for being allowed to enter and play at this Rockin' Jump facility (our "Facility") and to use and enjoy the equipment, services and activities at our Facility (the "Activities"), the undersigned ("I" or "Me"), on behalf of myself, and on behalf of my minor children or wards ("Minor Participants"), agree as follows:

ACKNOWLEDGEMENT OF RELEASE OF LIABILITY AND INDEMNIFICATION. I, on behalf of myself and each my Minor Participants, acknowledge, understand and agree that this Rockin' Jump Participant Agreement, Release of Liability and Indemnification Agreement ("Agreement") is intended to release Jump Park Carol Stream LLC, dba Rockin Jump ("Rockin' Jump), and each of their employees, agents, members, managers, successors and assigns, and owned, controlled or affiliated companies (collectively "Rockin' Jump") from any and all damage or personal injury that you or your Minor Participants may suffer for any reason at our Facility.

**REPRESENTATION OF MINOR PARTICIPANTS**. I represent that I am legally authorized to act on behalf of and to bind the following Minor Participants who are under the age of 18 years old:

Minor Participant Name/Date of Birth	Minor Participant Name/Date of Birth
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ASSUMPTION OF RISK. I acknowledge that my Minor Participants and I are voluntarily participating in the Activities and I understand that the Activities are dangerous and involve known and unknown inherent risks, including without limitation the risk of injury, permanent disability, or death, resulting from conditions known and unknown, including without limitation, equipment malfunctions, building malfunctions, lack of supervision, lack of trained trampoline monitors, lack of proper equipment or padding, netting, or other safety measures, slipping, falling, landing or colliding with fixed objects or other people, as well as the negligence or omissions committed by Me, my Minor Participants, any employee of Rockin' Jump or any other person using the Facility. I agree, on behalf of myself and my Minor Participants, to voluntarily assume any and all such risks. I further understand and acknowledge that Rockin' Jump does not manufacture the trampolines or any other equipment at the Facility, but purchases or leases the trampolines and equipment and, therefore, Rockin' Jump may not be held liable for any defects in any equipment.

**RELEASE OF LIABILITY**. To the maximum extent permitted by law, I, on behalf of myself and my Minor Participants, hereby irrevocably and unconditionally, fully and completely, release, waive, relinquish, discharge from liability and covenant not to sue Rockin' Jump from and against any and all claims, demands, rights, actions, causes of action, suits, debts, obligations, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law or equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from use of the Facility by myself and my Minor Participants, the equipment or the services and activities within the Facility and any damage or permanent loss my Minor Participants or I might suffer at the Facility. This release of liability is intended to include without limitation, all claims for negligence, personal or bodily injury, emotional injury, illness, property damage and death, within and outside of the Facility.

INDEMNIFICATION OF ROCKIN' JUMP. I agree to appear, indemnify, defend and hold harmless Rockin' Jump from and against any and all losses, liabilities, claims, obligations, costs, damages and expenses (including without limitation reasonable attorneys' fees and costs) whatsoever paid, incurred, or suffered by Rockin' Jump in the event my Minor Participants or I (i) suffer any injury, damage or harm, including without limitation death, within or outside of the Facility; (ii) cause any injury, damage or harm, including without limitation death, to any other person within or outside of the Facility; or (iii) cause damage to any equipment or property located within or outside of the Facility.

**NO LIABILITY FOR LOST OR STOLEN PROPERTY**. I acknowledge that Rockin' Jump is not liable to my Minor Participants or me for any personal property that is damaged, lost, or stolen while within or outside of the Facility, including without limitation damage to my vehicle or its contents or loss or damage to any property in a locker.

**DISPUTE RESOLUTION**. Any controversy, dispute, or claim arising out of or related to this Agreement or any damage or injury suffered at the Facility, which the parties are unable to resolve by mutual agreement, must be resolved exclusively by submission to binding arbitration in Cook County, Illinois, before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

NAME OF ADULT PARTICIPANT AND/OR PARENT OR LEGAL GUARDIAN OF MINOR					
First Name:	Last Name:		Date of Birth:		
Address:	City:	State:	Zip Coo	le:	
Email Address:		Phone Number:	Phone Number:		
Email Address:	<u> </u>	Phone Number:			

By signing this document, I understand that I forever waive any right my Minor Participants and I may have to maintain any action against ROCKIN' JUMP on the basis of any claim that is the subject of this Agreement. I agree that if any portion of this Agreement is held invalid, the remainder will continue in full legal force and effect. I understand that my signature below is a complete and unconditional release of all liability to the fullest extent allowed by law.

Signature	Date