

## **GRAVITY EXTREME ZONE, LLC**

### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Gravity Extreme Zone (hereafter referred to as the 'Facility') is a trampoline park and recreation center which offers participation in a number of recreational activities including, but not limited to, trampoline and related activities, trampoline basketball, foam pits, dodgeball, skywalk (aerial rope course), indoor bungee jumping, climbing walls, drop-slide, leap of faith and other fitness activities (together, the 'Activities').

What you are about to read and are requested to sign is a waiver and release of liability. Upon signing it, you will give up your right to sue Gravity Extreme Zone, LLC, an Arizona limited partnership, ('GEZ') or anyone associated with GEZ, such as its members, managers, agents, owners, directors, officers, partners, employees, volunteers, manufacturers, participants, landlords, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the 'Released Parties') for injuries or losses you may suffer while using the Facility. You will not be able to recover any money from GEZ or the Released Parties if you are injured while participating in Activities at the Facility located at 190 South Kyrene Road, Suite 5, Chandler, Arizona 85226.

Please take your time and read this document very carefully. When you are certain that you understand and agree to each paragraph, check the box below stating 'I Agree', which confirms that you have carefully read all the 13 points listed in the entire document & that you agree to be bound by its terms.

**'YOU' AND 'I', AS USED HEREIN, INCLUDES THE PARTICIPANT, AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES, SUCCESSORS AND ASSIGNS INCLUDING, BUT NOT LIMITED TO, SPOUSES AND DOMESTIC PARTNERS. BY SIGNING THIS AGREEMENT, YOU ARE SIGNING ON BEHALF OF THE ABOVE-LISTED PERSONS, AND YOUR SIGNATURE SHALL BE CONSIDERED BINDING UPON THEM. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES AT THE FACILITY WITHOUT PROVIDING GEZ WITH THE SIGNED WAIVER.**

THE TERMS OF THIS AGREEMENT BIND ME, MY FAMILY (INCLUDING, BUT NOT LIMITED TO, SPOUSES AND DOMESTIC PARTNERS), HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES, SUCCESSORS AND ASSIGNS. 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 under certain circumstances 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 ordinary negligence, to the greatest extent allowed by law of the State of Arizona. Additionally, I, the Parent/Guardian of a minor participant, assert that I understand and accept the risks of the activity on behalf of the minor participant, have explained the risks of the activity to my minor son or daughter, and that he or she understands this Agreement and voluntarily agrees to participate. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.

#### **ADDITIONAL CONDITION TO BE SIGNED IF THE PARTICIPANT IS A MINOR**

I represent that I am the parent or legal guardian of the above individual and hereby consent to their use of the Facility and/or participation in the Activities. In consideration of GEZ allowing the above-named participant to participate and/or use the Facility, I agree to be bound by the terms and conditions of this Release. On behalf of myself and my spouse or domestic partner, I hereby KNOWINGLY,

INTENTIONALLY AND VOLUNTARILY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge GEZ, the Released Parties, and all others associated with GEZ of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damage and liabilities, of every kind and nature, whether known or unknown, in law or equity, that said minor ever had or may have, arising from or in any way related to such minor's participation in activities in connection with the Facility. I further agree that I have full and sole responsibility for the safety and well-being of the above-named participant while he or she is using the Facility or participating in the Activities or GEZ-related events. I represent that I have sufficient insurance coverage to pay for any injuries suffered by the above-named participant, and further represent that I have the ability and willingness to care for the above-named participant in the event he or she is injured or disabled.

I further agree to indemnify, hold harmless and defend GEZ, its members, managers, officers, directors, instructors, employees, agents, and guests, the Released Parties, and all others associated with GEZ from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including those brought by or on behalf of, or otherwise caused by, the above-named participant

I UNDERSTAND THAT SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES, SUCCESSORS AND ASSIGNS FROM SUING GEZ, OR ANY OF THE RELEASED PARTIES, FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE OR SUFFER WHILE PARTICIPATING IN ANY ACTIVITIES AT GEZ.

The activities available at the Facility are dangerous and I ASSUME ALL RISKS, whether known or unknown, of injury, including death, illness or damage to my property. I understand that there is a significant risk of serious physical injury, death and other damages inherent in my use of the Facility. Participation in the Activities carries with it inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people including, but not limited to, paralysis resulting from striking objects; being struck by falling objects or people; failure of any part or all of the trampoline structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven or separated trampoline equipment, flooring, or pads; failing to land on a trampoline bed or pad or landing on an unpadded structure, including falling between the springs of the trampoline bed; failure and/or breakage of trampolines or other equipment; strained or sprained muscles, joints and connective tissue; burns, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, and serious injury to the head, back and neck; broken bones; personal injury, including paralysis, death, illness, property damage, and other losses. Injury or death can arise from errors in judgment, from lack of training or information, from my negligence or the negligence of the employees or agents of GEZ or other parties, as well as the risks normally associated with athletic endeavors. There is no way to eliminate the risk of serious harm or death. I understand that my use of the Facility and any instruction or knowledge I obtain at the Facility IS NOT sufficient to prepare me for all dangers and risks associated with the Activities. Even with supervision, children using the Facility can trip and fall, collide, strike one another, land wrong, and fall from equipment. Finally, risk of falls, collisions, and other accidents exist in the parking lot, sidewalks, entry, lounge, snack bar and restroom areas. This is not a complete list of inherent risks; many are not listed here. In addition, participants are informed that they should not bring or leave unsafeguarded private property, goods or valuables on the premises because they are at risk for loss, theft or damage.

I CERTIFY THAT I UNDERSTAND THAT ALL ACTIVITIES CONDUCTED AT THE FACILITY EXPOSE ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, WHETHER KNOWN OR UNKNOWN, OF PARALYSIS, INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND, MEDICAL EXPENSES, OR

OTHER LOSS ARISING OUT OF MY PARTICIPATING IN ANY SUCH ACTIVITY AT THE FACILITY OR SPONSORED BY GEZ.

Release of liability, waiver of claims, assumption of risk, and hold harmless agreement is given in consideration for my participation. I recognize that GEZ could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use the Facility, I RELEASE GEZ AND THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM ANY AND ALL LIABILITY, AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION, DAMAGES, SUITS, AND JUDGMENTS OF ANY KIND WHATSOEVER INCLUDING, BUT NOT LIMITED TO, CLAIMS OF NEGLIGENCE WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES OR FROM THE USE OF THE FACILITY OR EQUIPMENT LOCATED WITHIN THE FACILITY. THIS RELEASE IS VALID AND EFFECTIVE WHETHER THE DAMAGE OR INJURY IS THE RESULT OF ANY ACT OR OMISSION ON THE PART OF GEZ OR ANY OF THE RELEASED PARTIES OR FROM ANY OTHER CAUSE.

Covenant not to sue is given in consideration for my participation and use of the Facility. Additionally, in consideration of and part payment for my right to participate in GEZ-sponsored activities and use of the Facility, I WILL NOT SUE GEZ OR ANYONE ASSOCIATED WITH GEZ, INCLUDING, WITHOUT LIMITATION, THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF THAT I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION IN A GEZ-SPONSORED ACTIVITY OR FROM USE OF THE FACILITY OR EQUIPMENT LOCATED WITHIN THE FACILITY.

I will protect GEZ from liability. I AGREE TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS GEZ, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS AT LAW OR IN EQUITY, FOR DAMAGES OR OTHER RELIEF, AND AGAINST ANY LIABILITY OF ANY NATURE, TOGETHER WITH ATTORNEYS' FEES AND COSTS INCURRED, THAT MAY ARISE OUT OF MY PARTICIPATION IN THE ACTIVITIES OR THE USE OF THE FACILITY. I agree to pay GEZ's reasonable attorneys' fees, expert witness fees and costs if I bring a suit for injuries suffered at the Facility or as the result of my participation in the Activities and that action is unsuccessful, in whole or in part.

I agree to accept financial responsibility for any medical expenses and/or loss of income not covered by my insurance policy that results from my participation in or use of the Facility.

I understand that the GEZ staff has the right to deny my participation in any Activity and that it is my responsibility as a Participant to follow the instructions, guidelines and procedures established by the staff. If, at any time, I do not understand or have not heard specific instructions given by the staff, I realize that it is my responsibility to ask for clarification and/or assistance before any participation.

I am physically qualified to participate. I certify that I have no physical limitations or medical conditions that would impair my ability to fully and safely use the Facility and/or participate in the Activities. I agree to inform GEZ of any conditions that may have any effect on my ability to fully and safely use the Facility so that a determination can be made as to the proper course of action.

I state that I am not now under the influence of any controlled substance (including alcohol), and that I will not be under the influence of any such substance when present at any activity sites or while participating in Activities or using the Facility. I realize that participating in/using the Facility while under

the influence of a controlled substance would endanger others and myself. I further state that I shall not bring any controlled substance onto any activity sites.

Photo and Media Release. By entering the Facility, I hereby grant GEZ, on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with the use of the Facility 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.

Other Provisions. This document constitutes the complete and sole agreement between GEZ, its members, managers, officers, directors, instructors, employees, agents, and guests and all others associated with GEZ and me. Evidence of any other agreements, whether oral or in writing, are void and inadmissible and unenforceable in a court of law, arbitration or other dispute resolution proceeding. **INDIVIDUAL OFFICERS, DIRECTORS, GEZ MEMBERS, INSTRUCTORS, EMPLOYEES AND AGENTS HAVE NO AUTHORITY OR POWER TO ALTER THE TERMS OF THIS AGREEMENT, EITHER ORALLY OR IN WRITING.** This agreement covers my use of the Facility, as well as my participation in all Activities and all associated events.

Arbitration. I agree that any dispute or claim arising out of or related to this Liability Waiver or the Activities, including any dispute arising as a result of any injury incurred as a result of my or my Child's participation in the Activities, shall be resolved by arbitration before a single arbitrator selected in accordance with the commercial rules for arbitration of the American Arbitration Association in effect at the time such arbitration is initiated. **TO THE EXTENT PERMISSIBLE UNDER ARIZONA LAW, THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE.** The question of whether this Liability Waiver is arbitrable shall be a question solely for the arbitrator. The hearing shall be conducted in the City of Chandler, Arizona. **THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING UPON ALL PARTIES.** The prevailing party to any such arbitration shall be entitled to an award of its reasonable attorneys' fees, expert witness fees and costs incurred as a result of its participation in the arbitration.\*

Venue and Jurisdiction. **THE LAWS OF THE STATE OF ARIZONA SHALL GOVERN THIS AGREEMENT. VENUE FOR ANY ACTION SHALL BE MARICOPA COUNTY ARIZONA.**

Severability. If, for any reason, a provision of this Agreement is found to be unenforceable, the offending provision may be amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the parties, it shall be severed herefrom. In either event, the remainder of the Agreement shall continue in full force and effect.

By executing this Agreement, I confirm I have carefully read the entire document, I understand it, and I understand that it affects my legal rights; and I agree to be bound by the terms of this Agreement.

## PRINTED NAME OF PARENT - LEGAL GUARDIAN - ADULT

<i>First Name</i>	<i>Last Name</i>	<i>Telephone Number</i>	<i>Birth date</i>
<i>E-Mail Address</i>			

**ADDITIONAL PARTICIPANTS (Minors)**

**DATE OF BIRTH**

1.		
2.		
3.		
4.		
5.		

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Printed Name of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Date