

**PARTICIPANT AGREEMENT, INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

**PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT YOU ARE GIVING UP YOUR AND YOUR MINOR CHILD'S LEGAL RIGHTS.**

I understand that trampolining and/or participating in any activities in, on, around, in connection with or associated with trampolines or any other activities (hereinafter, the "Activities") on the premises operated by Epic Air, LLC and/or Epic Air Trampoline Park and/or any of their owners, officers, directors, managers, employees, representatives, agents, parents, subsidiaries, and other affiliates (collectively, "Epic Air") are inherently dangerous Activities, involving known and unknown risks of physical and/or mental injury, including but not limited to permanent physical and/or mental injury and even death.

In consideration of Epic Air permitting me and/or the child for whom I am a parent or legal guardian (my "Child") to participate in any such Activities on the premises operated by Epic Air, I, on behalf of myself, and on behalf of my Child, and further including my heirs, agents, assigns, family members, spouse, domestic partner, parents, children, estate, and any other persons acting or purporting to act on my or my Child's behalf, do hereby expressly and voluntarily release, remise, discharge, defend and agree to fully indemnify Epic Air and its direct and indirect owners, officers, directors, managers, employees, representatives, agents, parents, subsidiaries, and other affiliates from any and all liability that may arise, as more specifically described as follows:

**RELEASE OF LIABILITY:** I hereby release, remise, acquit, discharge, covenant not to sue, agree to defend, indemnify, and hold harmless Epic Air, from any and all liability, claims, demands, actions or causes of action, damages, suits, debts, sums of money, accounts, reckonings, bonds, bills, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, for, upon or by reason of any matter, cause or thing whatsoever, including but not limited to any physical or mental injuries or death suffered by me or my Child, incidental to, arising out of, or connected with my or my Child's participation in the Activities, including such injuries or death caused by or as a result of Epic Air's negligence.

**ASSUMPTION OF RISK:** I acknowledge that I and/or my Child am/is freely and voluntarily participating in the Activities, which inherently entail both known and unknown risks, and that: (a) such participation may lead to physical injury, mental injury, and/or death, including but not limited to, heart attacks musculoskeletal injury, cardio-respiratory injury, muscle strains, muscle pulls or tears, broken bones, cuts, bruises, scrapes, concussion, head injuries, spinal injuries, heat exhaustion or heatstroke, fainting, knee/back/foot injuries, eye injuries, illness, soreness, rash, and other diseases, injuries, and/or detriments to my or my Child's physical condition; and (b) that such injuries or death may result from, including but not limited to, the Activities and/or exposed springs, hooks, frames and/or other equipment, poor lighting, lack of supervision or training, lack of instruction, lack of protective padding, mats, netting, and/or other safety equipment, slipping or falling on or off equipment, collision with fixed objects or other persons, jumping, running, tumbling, somersaults, acrobatic maneuvers or stunts, multiple participants simultaneously participating in the Activities, the physical condition, fitness, and/or abilities of participants, weather and environmental conditions, actions, omissions, recklessness, negligence on the part of Epic Air or it's Employees, myself, and/or, my Child, and any other lack of safety measures. I hereby expressly assume the risk of any such physical or mental injuries, death, medical expenses, or other loss that I or my Child might sustain as the result of participating in any Activities. I further state that I have explained the aforementioned risks to my Child. I certify that I have adequate health insurance to cover any injury I or my Child may suffer as a result of participation in the Activities or that I agree to be personally and solely responsible for all medical costs and expenses arising from any such injury.

**PHOTO RELEASE:** On behalf of myself and my Child, I hereby grant Epic Air, an irrevocable, royalty free, perpetual and worldwide right to photograph and video and/or audio record me and my Child in connection with any Activities and to use such photographs and/or recordings and any derivatives thereof for any purpose whatsoever in any and all media now known or hereafter devised, including but not limited to advertising and promotion. I agree that I am granting Epic Air the rights herein without being entitled to or seeking any compensation whatsoever therefor. I agree that all photographs and recordings are the exclusive property of Epic Air and waive any right to approve to or object Epic Air's use of any such photograph or recording.

**ARBITRATION:** I agree that any dispute or claim arising out of or related to this Agreement 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, and subject further to the provisions of the Illinois Uniform Arbitration Act. **THE PARTIES HEREBY EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY SUCH DISPUTE.** The question of whether this Agreement is arbitrable shall be a question solely for the arbitrator. The hearing shall be conducted in either the City of Chicago or Kane County, Illinois, unless both parties consent to a different location. **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 and costs incurred as a result of its participation in the arbitration.

**INDEMNIFICATION:** I specifically and additionally, on behalf of myself and my minor Child, agree to indemnify and hold harmless Epic Air from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred, and/or suffered by Epic Air, including but not limited to, reasonable attorneys' fees, costs, damages, and/or judgments incurred as a result of my or my Child causing any injury, damage, or harm to Epic Air or any and all other person.

**ATTORNEYS' FEES:** I agree to indemnify and compensate Epic Air for any attorneys' fees and costs incurred in enforcing this Agreement and/or as a result of any action or proceeding resulting from my or my Child's participation in the Activities.

**TERM OF AGREEMENT:** I agree that this Agreement shall extend forever into the future and will have full force and effect each and every time I visit Epic Air Trampoline Park, whether at the location where I am executing this Agreement or any other location or facility.

**SEVERABILITY:** I agree that if any portion of this Agreement is found to be unenforceable, void, or voidable for any reason, the remaining portions shall remain in full force and effect.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I acknowledge that, by signing it, I have voluntarily given up and waived my and the minor participant's rights, including but not limited to any right to file a lawsuit against Epic Air, and I have assumed substantial risk. Understanding that there exist known and unknown dangers of serious injury and death associated with activities offered or provided by Epic Air some of which are referenced above, I choose to participate in all activities offered or provided by Epic Air and/or allow my Child to participate in all activities offered or provided by Epic Air at my own risk pursuant to the terms of this release. I intend this agreement to be a complete and unconditional release of Epic Air, to the fullest extent of the law. I have had reasonable and sufficient time 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.**

As the parent or legal guardian of the minor listed below, I agree that all terms of this Agreement are binding on the Child participant listed above and that I have full authority as parent or legal guardian to bind the Child participant to this Agreement. As stated in greater detail above, I agree that if the participate Child is a minor, as determined by Illinois state law, this Release of Liability and Assumption of Risk Agreement is made on behalf of that Minor participant and the releases, waivers and promises herein are binding on the Minor participant and that I have full authority as parent or legal guardian to bind the Minor participant to this Agreement without limitation.

**READ ENTIRE DOCUMENT BEFORE SIGNING**

**PARTICIPANT INFORMATION** (may list family members on one form) (email and cell phone will be sent promotions) **MUST BE IN PEN – no pencil:**

Name (Print): \_\_\_\_\_ Birth Date: \_\_\_\_\_ Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Initials: \_\_\_\_\_  
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Name (Print): \_\_\_\_\_ Birth Date: \_\_\_\_\_ Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Initials: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Birth Date: \_\_\_\_\_ Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Initials: \_\_\_\_\_

Address (of participant): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

DL# (if participant is 18 years old or older): \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

**SIGNATURE of Adult Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If the Participant is a Minor, the below must be completed ONLY by THE PARENT OR LEGAL GUARDIAN. MUST BE IN PEN (no pencil):**

Name of Parent/Legal Guardian (Print): \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**SIGNATURE of Parent/Legal Guardian:** \_\_\_\_\_ **Relation:** Parent / Legal Guardian **Date:** \_\_\_\_\_