

TKW, LLC

PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of TKW, LLC., operator of Rebounderz Sterling, their agents, owners, officers, volunteers, participants, employees, franchisors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as " TKW"), I hereby agree to release, indemnify, and discharge TKW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) I acknowledge that my participation in trampoline court activities and other amusement activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** Slipping and falling; collision with fixed objects or people; injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck the negligence of other participants, TKW, or myself; my own physical condition; physical contact with others. (2) I expressly agree and promise to accept and assume all of the risks existing in activities at TKW. My participation in activities at TKW is purely voluntary, and I elect to participate in spite of the risks. (3) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TKW from any and all claims, demands, or causes of action, which are in any way connected with my or my child’s participation in activities at TKW or my use of TKW’s equipment or facilities, **including any such claims which allege negligent acts or omissions of TKW. I understand that this perpetual release/waiver will apply to each and every occasion that I visit a TKW facility.** (4) Should TKW or anyone acting on their behalf, be required to incur attorneys’ fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. (5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. (6) In the event that I file a lawsuit against TKW, I agree to do so solely in the Courts of Prince William County in Commonwealth of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. (7) I irrevocably grant TKW the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child’s/ward’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in activities at TKW, I may be found by a court of law to have waived my right to maintain a lawsuit against TKW on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**MUST BE AT LEAST 18 YEARS OLD TO FILL OUT THIS SECTION (All minors must be listed on page 2)**

Signature of Adult Participant (At least 18 years old) or Parent/Guardian: \_\_\_\_\_

Print Name (Adult Participant or Parent/Guardian): \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Today’s Date: \_\_\_\_\_ Parent/Guardian and/or Adult Participant DOB (MM/DD/YYYY): |\_\_/\_/\_\_\_\_|

**ADDITIONAL MINOR'S RELEASE/WAIVER - PARENT OR GUARDIAN'S ADDITIONAL RELEASE/WAIVER (Applicable to all participants under the age of 18)**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF TKW USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM TKW IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, INCLUDING OR DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND TKW HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In addition to the terms, conditions, and acknowledgments contained in the above **PERPETUAL PARTICIPANT AGREEMENT, RELEASE/WAIVER AND ASSUMPTION OF RISK**, and in consideration of the below printed Minor being permitted by TKW to participate in its activities and to use its equipment and facilities, I further agree to perpetually release, indemnify, and hold harmless TKW and its agents and employees from any and all claims which are brought by, or on behalf of Minor, and are in any way connected to Minor's use of TKW's premises, or participation in TKW activities, **including any such claims caused by, or alleged to be caused by, negligent acts or omissions of TKW.**

.....

Signature of Parent/Legal Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

If you do not intend to accompany your minor at Rebounderz, a driver's license number is required for identification.

Driver's License # \_\_\_\_\_

Relationship to Participant(s): \_\_\_\_\_ Today's Date: \_\_\_\_\_

(father, mother, legal guardian etc. )

Minor Name: \_\_\_\_\_ DOB (MM/DD/YYYY) |\_\_|/|\_\_|/|\_\_|

Minor Name: \_\_\_\_\_ DOB (MM/DD/YYYY) |\_\_|/|\_\_|/|\_\_|

Minor Name: \_\_\_\_\_ DOB (MM/DD/YYYY) |\_\_|/|\_\_|/|\_\_|

Minor Name: \_\_\_\_\_ DOB (MM/DD/YYYY) |\_\_|/|\_\_|/|\_\_|