

LIBERTY HEIGHTS TRAMPOLINE & ADVENTURE PARK

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as "Child", to use the Liberty Heights facilities and equipment located at 1939 State Route 52 #3, Liberty, NY 12754, (the "Liberty Heights Facility"). In consideration for being allowed to use said facilities and equipment, and any other services provided by Liberty Heights or its employees or agents at said location, or any other location within the State of New York, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to Liberty Heights, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf.

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of the trampolines, laser tag, virtual reality, climbing walls, ninja warrior course and the other equipment and activities (collectively "the Activities") at the Liberty Heights Facility and that participating in the Activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the Activities at the Liberty Heights Facility are monitored generally by Liberty Heights Facility employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Liberty Heights Facility employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I further certify that I have adequate insurance coverage to cover any injury or damage I may cause or suffer while participating in park activities, or if not, I agree to bear the costs of such injury or damage myself.

SPECIFIC RELEASE FOR "GLOW" ACTIVITIES

☐ I acknowledge that the Liberty Heights Facility may at any time engage in a promotion referred to as "Glow in the Dark Blacklights", and other similar programs and activities, that involve the use of reduced and altered or theatrical lighting and special effects, which can increase the inherent and obvious dangers of the activity and can lead to physical or emotional injury, paralysis, death, or damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that special rules apply to "Glow" activities, and the other programs and activities that involve the use of reduced and altered or theatrical lighting and special effects, and that I and the Child may choose not to participate in such activities. I acknowledge and agree that I may participate voluntarily in the "Glow" and other similar programs and activities solely and exclusively at my own risk, and that by participating, I waive the right to seek damages for any injuries that occur.

VOLUNTARY ASSUMPTION OF RISK

☐ I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Liberty Heights Facility employees could cause me or the Child significant bodily injury (as described in this Agreement), and that Liberty Heights is not responsible for the actions or activities of customers using the Liberty Heights Facility or the negligence of its employees in supervising the Liberty Heights Facility or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

a) Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the Liberty Heights Facility equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling off the trampoline(s) or other equipment, landing improperly on the trampolines or other equipment, or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.

b) Participants may fall on each other, resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, flipping, running and bouncing off of the walls and wall-mounted trampolines, and other participant body movements (whether

planned or unplanned) can create a rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury.

c) Traveling to and from trampolines can result in similar physical injury (even if the participant is not himself or herself bouncing at the time).

d) Observing, standing, sitting or taking photographs at or near any trampoline or activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).

e) Participation during reduced or altered lighting "Glow" events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, collide with other jumpers, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

f) The last type of injury is the catastrophic injury. Some examples of catastrophic injury are brain, paralysis, heart attack, and death. Even though the likelihood of such an injury is remote, we feel that Participants should be aware of all possibilities.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

☐ I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I possess, whether known or unknown, which might contribute to or exacerbate any injury I might sustain as a result of using the Liberty Heights Facility or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I sustain while using the Liberty Heights Facility, such assistance shall be at my own expense.

RELEASE OF LIABILITY

☐ The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Liberty Heights, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my access to and/or use of the Liberty Heights Facility, premises and/or its equipment (whether trampolines or otherwise), my participation in the Activities, my entry into the Liberty Heights Facility, the condition, maintenance, inspection, supervision, control or security of the Liberty Heights Facility, the failure to warn of dangerous conditions in connection with the Liberty Heights Facility, and/or the acts or omissions of Liberty Heights or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies my participation in all Activities at the Liberty Heights Facility. I understand that this release and waiver applies to and includes all activities that I engage in at the premises, whether inside or outside the Liberty Heights Facility. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM

☐ I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against Liberty Heights and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will **NOT** have the right to have my claim determined by a jury, and the minor child(ren) above will **NOT** have the right to have claim(s) determined by a jury. Reciprocally, Liberty Heights and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE LIBERTY HEIGHTS PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) FOR AN ADULT AND WITHIN THE APPLICABLE STATUTE OF LIMITATIONS FOR A MINOR AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE LIBERTY HEIGHTS FACILITY, NEW YORK, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION**

FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of the Liberty Heights Facility, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means ("Recordings"). I hereby consent to and authorize Liberty Heights and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Liberty Heights Facility. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Liberty Heights, whether at the current location or any other location or facility.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a) You acknowledge that there are inherent risks in the participation in the Activities. Patrons of Liberty Heights who engage in any of the Activities, by their participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while engaging in the Activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
- b) You have a duty to not participate in any of the Activities, when under the influence of drugs or alcohol.
- c) You have a duty to properly use all safety equipment provided when engaging in the Activities.
- d) You have a duty to not participate in any of the Activities, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you may be pregnant.
- e) You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) You have a duty to avoid bodily contact with other patrons.
- g) You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in any of the Activities.
- h) You have a duty to avoid crowding or overloading individual sections of the Activities.
- i) You have a duty to engage in the Activities within your own limitations, training and acquired skills. This includes attempting activities that I feel I am capable of performing safely.
- j) You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when landing on the trampoline court bed, or elsewhere, whether involving the trampoline, other equipment, or otherwise.
- k) You also agree to follow and obey all posted and stated warnings and patron education signs.
- l) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.
- m) You agree to watch the park's safety video before participating the Activities.

I would like to receive email promotions, discounts, and other advertisements from Liberty Heights and its partners at the email address provided below. I may unsubscribe at any time.

I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at the Liberty Heights Facility, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Liberty Heights and me relating to the Child's and my use of the Liberty Heights Facility. There are no other agreements, oral, written, or implied, with respect to such matters. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, I represent and warrant that I am the parent, legal guardian, or power-of- attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. In the event that I do not have the legal authority to execute this agreement on behalf of another, I agree that I shall be solely liable for any and all claims, actions, penalties, causes of action or similar expenses. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I AM INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY LIBERTY HEIGHTS RELATED ENTITY.

Child's Name: _____ **Date of Birth:** _____

Child's Name: _____ **Date of Birth:** _____

Child's Name: _____ **Date of Birth:** _____

Child's Name: _____ **Date of Birth:** _____

Child's Name: _____ **Date of Birth:** _____

Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older) Information:

Full Name: _____

Home Address: _____

City/State/Zip: _____

Email Address: _____

Date of Birth: _____

Phone: _____

Signature of Parent/Legal Guardian/Power of Attorney/Participant (18 or older):

Today's Date: _____