

ALTITUDE FEASTERVILLE LLC  
PARTICIPANT AGREEMENT: WAIVER, RELEASE AND ASSUMPTION OF RISK

The individual(s) named below (referred to as “I” or “me”) desires to spectate and/or participate in certain activities (“Trampoline Court Activities”) provided by Altitude Feasterville LLC, a Pennsylvania limited liability company (the “Park”), including, but not limited to, Trampoline Court Activities and any similar activities. As lawful consideration for being permitted by Altitude Feasterville LLC, its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them (hereinafter “Park Owner”),

I, \_\_\_\_\_ (*print name*), on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative(s) and estate hereby unconditionally agree to all terms and conditions set forth in this agreement (“Agreement”).

**VOLUNTARY ASSUMPTION OF RISK**

**I UNDERSTAND AND ACKNOWLEDGE THAT PARTICIPATION IN TRAMPOLINE COURT ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO MYSELF AND/OR OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED AND EXPRESSLY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE INVOLVED IN AND ASSOCIATED WITH PARTICIPATION IN, OR SPECTATING OF TRAMPOLINE COURT ACTIVITIES.**

**COVID-19 AND FACE COVERINGS**

**I UNDERSTAND AND ACKNOWLEDGE THAT MY PHYSICAL PRESENCE AT THE PARK AND MY PARTICIPATION IN TRAMPOLINE COURT ACTIVITIES AND/OR USE OF EQUIPMENT (A) HAS INHERENT RISKS, DANGERS AND HAZARDS; (B) MAY RESULT IN INJURY OR ILLNESS INCLUDING, BUT NOT LIMITED TO BODILY INJURY OR DISEASE; OR (C) MAY EXPOSE ME AND INDIVIDUALS ON MY ACCOUNT, INCLUDING MINOR CHILDREN AND OLDER ADULTS TO CONTAGIOUS BACTERIAL AND VIRAL INFECTIONS, COMMUNICABLE DISEASES AND INFECTIOUS DISEASES THAT SPREAD EASILY THROUGH PERSON-TO-PERSON CONTACT, SURFACES AND AIR INCLUDING, BUT NOT LIMITED TO, COVID-19. I UNDERSTAND THAT EXPOSURE TO SUCH BACTERIAL AND VIRAL INFECTIONS AND COMMUNICABLE AND INFECTIOUS DISEASES CAN LEAD TO SEVERE ILLNESS, PERSONAL INJURY, PERMANENT DISABILITY, AND DEATH.**

In compliance with the guidelines and mandates set forth by the Pennsylvania Office of the Governor, the Pennsylvania Department of Health, the U.S. Department of Health and the Center for Disease Control, **face coverings are required for all Participants upon entry.** Participants assume any and all risk associated with engaging in Trampoline Court Activities while wearing a face covering.

## **RELEASE OF LIABILITY**

**IN CONSIDERATION FOR MY PARTICIPATION IN, OR SPECTATING OF TRAMPOLINE COURT ACTIVITIES, I HEREBY EXPRESSLY AND VOLUNTARILY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION AGAINST PARK OWNER ON ACCOUNT OF INJURY, DEATH, CONTRACTION OF DISEASE OR ILLNESS, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN OR SPECTATING OF TRAMPOLINE COURT ACTIVITIES WHETHER CAUSED BY THE ALLEGED OR ACTUAL NEGLIGENCE OF PARK OWNER, INCLUDING USE OF ANY PARK FACILITIES AND/OR EQUIPMENT.**

## **INDEMNIFICATION**

I shall defend, indemnify, and hold harmless Park and Park Owner against any and all claims, actions, losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance provider, arising out of or resulting from any claim of a third party related to the Trampoline Court Activities.

## **PARTICIPANT ACKNOWLEDGEMENTS/CERTIFICATIONS**

I hereby acknowledge/certify that I:

- (a) agree to use the Park and its facilities in a safe and responsible manner;
- (b) agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Park employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- (c) fully understand that participating in the activities within the Park involves physical exertion; and accordingly represent that (i) I am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems, heart problems, and/or breathing problems that might be impacted or worsened by my use of the Park; and (iii) I will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment;
- (d) have adequate insurance to cover any injury or damage I may cause or suffer while participating in Trampoline Park Activities, or if not, I agree to bear the costs of such injury or damage to myself and others; and
- (e) authorize Park Owner to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media (“Images”). I acknowledge that Park Owner will own such Images and I grant permission, without compensation, for Park Owner, or any affiliated party of the Altitude Trampoline Park brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image,

unless I agree otherwise in writing.

This Agreement constitutes the sole and entire agreement of the Park Owner and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Park Owner and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Agreement shall be brought only in state court located in Bucks County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such court.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PARK OWNER. I FURTHER ACKNOWLEDGE THAT THIS WAIVER IS MADE VOLUNTARILY, FREELY, UNDER NO THREAT OF DURESS, WITHOUT INDUCEMENTS, PROMISES OR GUARANTEES BEING COMMUNICATED TO ME AND THAT MY SIGNATURE REPRESENTS MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF PARK OWNER TO THE FULLEST EXTENT OF THE LAW.

Dated: \_\_\_\_\_, 20\_\_

**PARTICIPANT:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name - Picture I.D. required)

**NOTE**

\*If the Participant is not 18 years of age or older, the “Parent or Guardian Consent” form on the following page must be completed before the Participant is permitted to use the Park\*

**PARENT OR GUARDIAN CONSENT**

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, certifications, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

\_\_\_\_\_ *(Print Your Child's or Ward's Name)*

\_\_\_\_\_ *(Child or Ward's D.O.B)*

All such terms, statements, certifications, notices, representations, waivers and releases fully apply to my child or ward as if I was the Participant. I understand that, by signing this Consent, I am waiving important legal rights both on behalf of myself and my child or ward, including the right to sue Park Owner. Further, I hereby warrant that if I am neither the Child's Parent nor legal Guardian, I have been granted the express authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian. I have had sufficient opportunity to read this entire document. I have read and understood this entire document and agree to be bound by its terms.

Dated: \_\_\_\_\_, 20\_\_

**PARTICIPANT/GUARDIAN**

\_\_\_\_\_ *(Signature)*

\_\_\_\_\_ *(Print Name - Picture I.D. required)*

Relationship to Child or Ward: \_\_\_\_\_

Parent/Guardian Telephone Number: \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_  
\_\_\_\_\_