SKY ZONE PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

FOR JUMPERS UNDER 18 YEARS OF AGE

In consideration of the services of AESOP Memphis, LLC (d/b/a Sky Zone Indoor Trampoline Park), RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "SZRC"), I hereby agree to release, indemnify, and discharge SZRC, 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 a SZRC trampoline game or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, 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: SZRC trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. There is also a risk of colliding with or being landed on by jumpers of a different size. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity 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 SZRC from any and all claims, demands, or causes of action, which are in any way connected with my participation in SZRC activities or my use of SZRC's equipment or facilities **including any such claims which allege negligent acts or omissions of SZRC**.

4. Should SZRC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs in the event that SZRC prevails in its defense of this agreement.

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 SZRC, I agree to do so solely in the state of Tennessee, and I further agree that the substantive law of Tennessee 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 portions shall remain in full force and effect.

   By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SZRC 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. ONLY ONE PARTICIPANT IS ALLOWED PER WAIVER.

Print Participant's Name: _____ Date: _____

Address:_____City:_____State:_____Zip Code:_____

Emergency Contact Number:_____Phone: _____ Date of Birth:_____

Cell Phone Number:_____ **Email**: _____

By including your cell ohone or email address, you will receive email and/or text updates to include information and discounts. You will have the option to opt out at any time.

I further grant SZRC, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from Sky Zone at any time.

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SZRC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SZRC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further certify that I am the parent or legal guardian of the minor on this agreement.

Parent or Legal Guardian's Signature: _____Print Name: _____ Date: _____

Waiver accepted by _____ (SZRC Employee)

The Sky Zone Indoor Trampoline Park playing courts are protected by United States Patent No. 5,624,122. This Sky Zone franchise is independently owned and operated.