

**RJMK PARK LLC PARTICIPANT AGREEMENT, INDEMNIFICATION,
WAIVER AND GENERAL RELEASE OF LIABILITY, AND ASSUMPTION OF RISK**

**(PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT,
YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)**

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, cafe access, and any other amusement activities (collectively "ACTIVITIES"), provided by RJMK Park LLC (d/b/a Rockin' Jump – Mount Kisco) and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, attorneys, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "ROCKIN' JUMP"), I, ON BEHALF OF MYSELF, AND/OR ON BEHALF OF MY MINOR CHILD(REN)/WARD(S), HEREBY AGREE TO FOREVER RELEASE, INDEMNIFY AND DISCHARGE ROCKIN' JUMP ON BEHALF OF MYSELF, MY SPOUSE, LEGAL PARTNER, MY CHILDREN, MY PARENTS, MY GUARDIANS, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE, AND ALL OTHER PERSONS AND ENTITIES WHO COULD IN ANY WAY REPRESENT ME OR ACT ON MY BEHALF AS FOLLOWS:

(1) ASSUMPTION OF RISK: I acknowledge that I and/or my child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the ACTIVITIES, which I agree are inherently dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained spotters; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my child(ren)/ward(s), ROCKIN' JUMP, and/or any other person and/or entity. In spite of all known or unknown risks, I freely want myself or my child(ren)/ward(s) to participate in the ACTIVITIES and as such I assume all of the responsibility for injury, permanent disability, or death that may result, as well as any required medical assistance at my own expense. I and/or my child(ren)/ward(s) are physically fit and know of no medical or health reason whereby I and/or my child(ren)/ward(s) should not participate in the ACTIVITIES.

(2) RELEASE OF LIABILITY: Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy, and forever discharge ROCKIN' JUMP on my own behalf, that of my child(ren)/ward(s), and anyone acting on my and/or my child(ren)/ward(s)' behalf and agree to hold ROCKIN' JUMP harmless from all manner of action(s) or omissions(s), cause(s) and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity to the fullest extent permitted by law, whether the action arises out of any damage, loss, personal injury, permanent disability, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. THIS RELEASE OF LIABILITY, IS EFFECTIVE AND VALID REGARDLESS OF WHETHER THE DAMAGE, LOSS, OR DEATH IS A RESULT OF ANY ACT OR OMISSION ON THE PART OF ROCKIN' JUMP.

(3) INDEMNIFICATION: I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by ROCKIN' JUMP, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments ROCKIN' JUMP incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to ROCKIN' JUMP and/or any and all other persons and entities acting in any capacity on behalf of ROCKIN' JUMP.

(4) ATTORNEYS' FEES: I promise to indemnify ROCKIN' JUMP for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of ROCKIN' JUMP, pre-judgment and post-judgment interest shall accrue thereon at the legal rate.

(5) PHOTO RELEASE: By entering ROCKIN' JUMP and participating in the ACTIVITIES, I hereby grant ROCKIN' JUMP on behalf of myself, and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with ROCKIN' JUMP and to use the photograph and/or recording, and the name, likeness, voice and appearance of myself or my child(ren)/ward(s) captured therein, for all purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(6) 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 ROCKIN' JUMP, whether at the current location or any other location or facility.

(7) VENUE/ARBITRATION: In the event a lawsuit is filed against ROCKIN' JUMP, I agree to the sole and exclusive venue of the County of Westchester, New York. I further agree that the substantive law of New York shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in the County of Westchester, New York, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. **I understand that by entering into this agreement containing this arbitration provision, I am surrendering and waiving the right I and/or my child(ren)/ward(s) would otherwise possess to submit a dispute between ROCKIN' JUMP and me for resolution by court or jury, including the right of appeal to a higher court. By signing this document, I UNDERSTAND THAT I MAY BE FOUND BY A COURT OF LAW TO HAVE FOREVER WAIVED ANY RIGHT I AND/OR MY CHILD(REN)/WARD(S) MAY HAVE TO MAINTAIN ANY ACTION AGAINST ROCKIN' JUMP ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED ROCKIN' JUMP AND ANY RELEASED PARTY HEREIN. I HAVE HAD A REASONABLE AND SUFFICIENT OPPORTUNITY 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. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I further agree that no oral representations, statements or inducements, apart from the foregoing written Agreement, have been made to me. I understand that this Agreement is severable and that if any part of it is held unenforceable by a court of law, the rest of it will survive. By signing below, I also agree that all releases, waivers, and promises herein are binding on the minor participant(s) listed below, and I further agree that I have full authority as Parent/Guardian to bind the minor participant to this agreement.**

**** PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE. ****

Name of Adult Participant and/or Parent or Legal Guardian of Minor:

First Name:	Last Name:	Birth Date:
State:	Address:	City:
Postal Code:	Email:	Phone:

Relationship to minor: Parent/Guardian

Full Name and Birth Date of family members under the age of 18

#1 First Name:	Last Name:	Birth Date:
#2 First Name:	Last Name:	Birth Date:
#3 First Name:	Last Name:	Birth Date:
#4 First Name:	Last Name:	Birth Date:
#5 First Name:	Last Name:	Birth Date: