

**Hainesport TA, Inc DBA: Stratosphere Trampoline Park and/or Hainesport Trampoline Park Participant
("Jumper") Agreement, Release, and Assumption of Risk**

Please print and fill out completely or complete electronically at www.StratosphereTrampoline.com

Parent/Guardian/Participant (if over 18): First Name		Last Name		Birth Date	
Street Address			City	State	ZIP
Cell Phone	Email Address			Today's Date	
Child/Minor's First Name		Child/Minor's Last Name		Child/Minor Date of birth	
Child/Minor's First Name		Child/Minor's Last Name		Child/Minor Date of birth	

In consideration of the services of Hainesport TA, Inc/ DBA: Stratosphere Trampoline Park and/or Hainesport Trampoline Park, their agents, owners, officers, shareholders, directors, partners, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HTP"), I hereby agree to forever waive and release, indemnify, hold harmless and discharge HTP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. ASSUMPTION OF RISK: I agree that I and/or my child/ward am voluntarily participating in the activities offered by HTP including, but not limited to, the use of the equipment, facilities and the premises. I am assuming on behalf of myself and/or my child/ward, all risk of personal injury, death, or disability to myself and/or my child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or my child/ward may incur. I understand that using and/or participating in HTP's services or activities have inherent risks. Further, I have explained these risks to my child/ward.

2. I acknowledge on behalf of myself and/or my child/ward that participation entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me and/or my child/ward, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that trampolines expose its participants to the usual risk of cuts and bruises. I understand that other more serious risks exist as well. I understand that participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. I understand that traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. I understand that double bouncing (more than one person per trampoline) can create a rebound effect causing serious injury. I understand that flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. I understand that if I or my child/ward is injured, I or my child/ward may require medical assistance, and I agree that such medical assistance will be at our own expense and HTP shall not be liable to indemnify or reimburse me or my child/ward for any costs for any medical treatment or rehabilitation. I understand that HTP cannot warn of every conceivable risk of participation and I acknowledge on behalf of myself and/or my child/ward that I assume the risk of incomplete, inadequate or lack of warnings or instructions. I also understand that the equipment being used might malfunction but I accept those risks on behalf of myself and/or my child/ward. Further, I understand and acknowledge that HTP and its employees cannot be aware of participant's physical or mental health, conditions, abilities, or limitations, and that I must use reasonable judgment on behalf of myself and/or my child/ward to determine whether participation by me and/or my child/ward is appropriate in light of my and/or my child/ward's physical or mental health, conditions, abilities, or limitations. I expressly agree on behalf of myself and/or my child/ward to assume the risk of my and/or my child/ward's physical or mental health, conditions, abilities, or limitations.

3. On behalf of myself and/or my child/ward I hereby voluntarily release, forever discharge HTP, including its past, present and future partners, directors, officers, shareholders, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, predecessors, successors-in-interest, and all other persons or entities liable or who might be claimed to be liable from any and all causes of action, claims, suits, demands, controversies, judgments, damages, losses, costs, expenses, fees, attorneys' fees, sanctions, executions, liabilities, obligations and any and all other liabilities of any kind, which in any way arise out of or are connected with my Participation or my child/ward's Participation.

4. On behalf of myself and/or my child/ward, I agree to indemnify and hold harmless HTP including its past, present and future partners, directors, officers, shareholders, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, predecessors, successors-in-interest, and all other persons or entities liable or who might be claimed to be liable from any and all causes of action, claims, suits, demands, controversies, judgments, damages, losses, costs, expenses, fees, attorneys' fees, sanctions, executions, liabilities, obligations and any and all other liabilities of any kind, which are or may be brought against HTP including its past, present and future partners, directors, officers, shareholders, parent companies, subsidiaries, divisions, employees, servants, insurers, representatives, affiliates, agents, assigns, attorneys, predecessors, successors-in-interest, and all other persons or entities liable or who might be claimed to be liable, which in any way arise out of or are connected with my Participation or my child/ward's Participation.

5. I certify that I have adequate insurance to cover any injury or damage me or my child/ward may cause or suffer from Participation, and I agree that in the event I am lacking such insurance or my insurance is inadequate, I will bear all of the costs of such injury or damage.

6. In the event that I file a lawsuit against HTP, I agree to do so solely in the state of New Jersey and I further agree that the substantive law of New Jersey 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 in connection with my and/or my child's/ward's Participation, I may be found by a court of law to have waived my right to maintain a lawsuit against HTP based on the release I have provided in this document.

7. I certify that I have had sufficient opportunity to read this entire document. I certify that I have read and understood it, have signed it voluntarily on behalf of myself and/or my child/ward, and I agree to be bound by its terms and for my child/ward to be bound by its terms.

8. I understand that by signing this Participant ("Jumper") Agreement, Release and Assumption of Risk, I am agreeing further to grant Hainesport TA, Inc., d/b/a Stratosphere Trampoline Park and/or Hainesport Trampoline Park 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 for free in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free e-mail promotions and discounts from HTP at the e-mail address set forth above. I understand that I can unsubscribe at any time.

I certify that I am the parent and/or legal guardian of the minor children listed above. In consideration of the minor children listed above being permitted by HTP to participate in the services and activities offered by HTP including, but not limited to, the use of the equipment, facilities and the premises, I hereby agree to bind each minor child listed below to the terms of this Participant ("Jumper") Agreement, Release and Assumption of Risk and I agree to indemnify and hold harmless HTP from any and all claims which are or may be brought by or on behalf of any of the minor children listed above and which are in any way related to the Participation by the minor children listed in the services and activities offered by HTP.

Parent/Legal Guardian/Participant's Signature (Must be 18 or older): _____

Waiver Accepted By (Stratosphere Employee): _____