



LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

As consideration for being allowed to enter the facilities, use the equipment, and participate in the activities and services provided by B&KS Enterprises, LLC d/b/a The Jumpy Place™ (collectively, the “Activities”), the undersigned, on his or her own behalf, and on behalf of the minor Participant(s) identified below (collectively, the “Participant”), acknowledges, understands, and agrees to the following:

1. **Authority.** I am the parent or legal guardian of the Participant, or I have obtained permission from the parent/legal guardian of the Participant to execute this agreement on their behalf. I will ensure that the Participant complies with all stated and customary terms, posted safety signs, rules, regulations, and verbal instructions as conditions for their participation in the Activities.

2. **Assumption of Risk.** I acknowledge and understand that there are inherent dangers and risks associated with the Activities. Such risks include, but are not limited to, cuts, bumps, scrapes, sprains, strains, fractures, concussions, contusions, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, paralysis, illness and even death (collectively referred to hereinafter as “Risks”). I also acknowledge and understand that these Risks may arise as a result of the actions and/or omissions of other participants in the Activities. BY SIGNING THIS AGREEMENT, I, ON BEHALF OF MYSELF AND THE PARTICIPANT, FREELY ACCEPT AND FULLY ASSUME ANY AND ALL RISKS, WHETHER KNOWN OR UNKNOWN, ASSOCIATED WITH THE ACTIVITIES.

3. **WAIVER AND RELEASE OF LIABILITY.** I, ON BEHALF OF MYSELF AND THE PARTICIPANT, HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE B&KS ENTERPRISES LLC D/B/A THE JUMPY PLACE, AND ALL OF ITS PAST, PRESENT OR FUTURE PARENTS, SUBSIDIARIES, AFFILIATES, RELATED ENTITIES, SUCCESSORS, OWNERS, MEMBERS, PRINCIPALS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES, AND ALL OTHER INDIVIDUALS AND ENTITIES INVOLVED IN THE OPERATIONS OF THE JUMPY PLACE, AS WELL AS THE OWNER OF THE PREMISES WHEREIN THE JUMPY PLACE IS LOCATED, AND THE OWNERS, MANUFACTURERS, AND INSTALLERS OF THE EQUIPMENT IN THE JUMPY PLACE (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY AND ALL CHARGES, COMPLAINTS, CLAIMS, SUITS, DEMANDS, LIABILITIES, OBLIGATIONS, CAUSES OF ACTION (SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), DAMAGES, LOSSES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND COSTS) OF ANY NATURE WHATSOEVER (“CLAIMS”) WHICH ARISE OUT OF OR RELATE IN ANY WAY TO MY OR PARTICIPANT’S USE OF THE JUMPY PLACE AND/OR THE ACTIVITIES. THIS RELEASE IS INTENDED TO BE THE BROADEST TYPE OF RELEASE PERMITTED BY LAW, AND SHALL APPLY TO ALL CLAIMS EVEN IF DAMAGES, INJURY, LOSS, OR DEATH IS ALLEGED OR ATTRIBUTED TO BE THE RESULT OF AN ACT OR OMISSION BY THE RELEASED PARTIES OR A THIRD-PARTY, WHETHER NEGLIGENT, INTENTIONAL, OR OTHERWISE.

4. **INDEMNITY.** I, ON BEHALF OF MYSELF AND THE PARTICIPANT, AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CHARGES, COMPLAINTS, CLAIMS, SUITS, DEMANDS, LIABILITIES, OBLIGATIONS, CAUSES OF ACTION (SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), DAMAGES, LOSSES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND COSTS) OF ANY NATURE WHATSOEVER (“CLAIMS”) BROUGHT AGAINST THE RELEASED PARTIES AS A RESULT

OF OR IN ANY WAY RELATED TO MY OR PARTICIPANT'S USE OF THE JUMPY PLACE AND/OR THE ACTIVITIES. THIS INDEMNIFICATION IS INTENDED TO BE THE BROADEST TYPE OF INDEMNITY PERMITTED BY LAW. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS INDEMNIFICATION SHALL APPLY TO ANY CLAIMS BROUGHT AGAINST THE RELEASED PARTIES BY A NON-SIGNING PARENT OR LEGAL GAURDIAN OF THE PARTICIPANT, ON THEIR OWN BEHALF OR ON BEHALF OF THE PARTICIPANT.

5. Insurance Benefits, Representation of Physical Conditions, and Medical Care. I acknowledge and understand that The Jumpy Place does not provide medical or accident insurance benefits for me or the Participant. I hereby certify that the Participant and I have sufficient health, accident, and/or personal liability insurance to cover any bodily injury, illness or property damage that we (or others) may suffer as a result of our participation in Activities, or that we have sufficient financial resources available to personally pay for any such expenses or liability. Neither I nor the Participant is suffering from any condition, disease, illness or disablement which could potentially affect our ability to safely participate in Activities or spread an illness to other participants. I hereby give consent, on behalf of myself and the Participant, to The Jumpy Place and its employees to administer first aid or emergency medical treatment in the event we suffer an accident, injury, or sickness while at The Jumpy Place, or to secure, at my sole expense, medical treatment from a health care professional.

6. Representations are Material. The representations made herein are material in nature. I acknowledge and understand that The Jumpy Place is relying upon these representations in allowing me and the Participant to participate in the Activities. I further acknowledge and understand that The Jumpy Place would not allow me or the Participant to participate in the Activities if the representations made herein were not made.

7. Binding Scope. The release, waiver, and indemnity contemplated herein shall be binding on my next of kin, heirs, executors, administrators, successors, and assigns. Further, the release, waiver, and indemnity contemplated herein shall be effective until revoked in writing by the parent or legal guardian of the Participant(and such revocation is provided to The Jumpy Place.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT THIS DOCUMENT CREATES A LEGAL CONTRACT BETWEEN ME AND THE JUMPY PLACE, AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL.

Date: _____

Parent/Guardian Name (please print): _____

Participant Name: _____ Participant Birthday: _____

Address: _____

Phone Number: _____

Email Address: _____

Emergency Contact: _____

Emergency Contact Phone Number: _____

Parent/Guardian Signature: _____