

Pump It Up Waiver, Release, Hold Harmless, and Indemnification Agreement ver 15.02

1. As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at Pump It Up the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following: **1:** I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf. **2:** I acknowledge and understand that there are known and unknown risks associated with participation in Pump It Up activities and the use of the play area, inflatable equipment and any and all other Pump It Up equipment, including but not limited to the Pop-In Playtime and Open play, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death. **3:** I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume. **4:** I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any Pop-In-Playtime and/or any other open play event at Pump It Up. **5:** I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Pump It Up facility, PIU Holdings, LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of Pump It Up. **6:** I additionally agree to indemnify the independent owner of this Pump It Up facility, PIU Holdings, LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of Pump It Up. **7:** I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion. **8:** I understand that entry, by myself and the participant(s) named, constitutes consent for Pump It Up to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. **9:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. **10:** Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the Event location and in accordance with the rules of the American Arbitration Association then in effect

Participant Name	Date of Birth	Participant Name	Date of Birth
Participant Name	Date of Birth	Participant Name	Date of Birth
Parent/Guardian Name		Parent/Guardian Signature	Today's Date
Emergency Contact Number		Email Address	

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2. As Consideration for being allowed to enter the play area and/or Participate in any party and/or program at Pump It Up the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following: **1:** I represent that I am the parent or legal guardian of the Participant(s) named below or I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this agreement on their behalf. **2:** I acknowledge and understand that there are known and unknown risks associated with participation in Pump It Up activities and the use of the play area, inflatable equipment and any and all other Pump It Up equipment, including but not limited to the Pop-In Playtime and Open play, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death. **3:** I, for myself and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume. **4:** I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any Pop-In-Playtime and/or any other open play event at Pump It Up. **5:** I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the independent owner of this Pump It Up facility, PIU Holdings, LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of Pump It Up. **6:** I additionally agree to indemnify the independent owner of this Pump It Up facility, PIU Holdings, LLC, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of Pump It Up. **7:** I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion. **8:** I understand that entry, by myself and the participant(s) named, constitutes consent for Pump It Up to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. **9:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. **10:** Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the Event location and in accordance with the rules of the American Arbitration Association then in effect

Participant Name	Date of Birth	Participant Name	Date of Birth
Participant Name	Date of Birth	Participant Name	Date of Birth
Parent/Guardian Name		Parent/Guardian Signature	Today's Date
Emergency Contact Number		Email Address	

ON THE EDGE CLIMBING GYM, INC. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant First Name		Participant Last Name		Middle Name	Date of Birth
Address 1			Address 2		City
State	Postal	Primary Phone			Secondary Phone
Email Address (we never share your information with anyone)				Emergency Contact	Emergency Phone

THIS IS A LEGALLY BINDING AGREEMENT. Read it carefully before signing, and consult with an attorney if you are uncertain about its terms. Alterations are not permitted. This Agreement must be read and signed by all participants 14 years of age and older. If the participant is a minor (under 18), it must be signed also by the child's natural guardian (defined by pertinent Florida law as the child's mother or father, by birth or adoption, or, if the parents are divorced, the parent to whom custody is awarded). The natural guardian signs for himself or herself and on behalf of the child. Minors presenting this form bearing the signature of a natural guardian may be required to prove the authenticity of the signature. A minor who signs this agreement does so to reflect his or her understanding of the activities and their risks.

SPECIAL NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF ON THE EDGE CLIMBING GYM, INC., ITS OWNERS, SUCCESSORS, AFFILIATES, EMPLOYEES AND AGENTS (IDENTIFIED AS "RELEASED PARTIES", BELOW) USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM A RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration of being allowed to participate, participant and, if participant is a minor, natural guardian, acknowledge and agree as follows:

1. Activities and Risks

Climbing on artificial climbing walls, and related activities (including, but not limited to, bouldering, challenge type activities and fitness or exercise classes) exposes participants to numerous risks which might result in physical and emotional injury, death or property loss or damage. These risks include, among others, the following: falling, to the floor or pads; falling or swinging into the climbing wall and other structures and objects; being struck by falling climbers, hardware, tools, broken or dropped holds and other objects; entanglement in ropes; abrasions and/or other injuries from contact with climbing walls, ropes, holds, loose holds, dropped holds, broken holds, pads, or the floor. Climbing and belaying equipment and structures may malfunction, be defective, or fail; and absorbing materials, including pads, below the wall may not prevent all injuries from falls. Participants may participate out of control or beyond their limits or otherwise act in a negligent or intentional manner which contributes to the injury or death of themselves or another participant. Staff, visitors, belayers and other persons present may act negligently or engage in other wrongful conduct. On The Edge Rock Climbing Gym, Inc. may fail to warn participants or the natural guardians of certain inherent risks. These risks are inherent in a participant's enrollment and climbing and related activities and they cannot be eliminated without altering the nature of the experience. Other risks may be encountered. If I am the natural guardian of a minor participant, I have explained the risks and possible outcomes to the child. I, and the child, understand them and we both choose for the child to participate nevertheless. My, or the child's, participation is voluntary.

2. Assumption of Risks

I, participant or, if the participant is a minor, natural guardian, for myself and on behalf of the child, to the maximum extent allowed by law, understand, acknowledge and assume any and all risks of On The Edge Rock Climbing Gym, Inc. activities and the use of its facilities and equipment, inherent or not, and whether or not described in this document.

3. Release and Indemnity (Adult participant)

I, an adult participant, hereby release and covenant not to sue On The Edge Rock Climbing Gym, Inc., its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and all other claims, demands or causes of action which accrue to me, which are in any way related to my enrollment or participation in an activity of

On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties and each of them with respect to any claim of loss suffered or caused by me, by whomever it may be brought, which relates in any way to my enrollment in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. These agreements of release and indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

4. Release and Indemnity (Natural guardian for himself or herself and on behalf of a minor participant)

As the natural guardian of the minor participant I, for myself and on behalf of my minor child, hereby release and covenant not to sue On The Edge Rock Climbing Gym, Inc., its owners, successors, affiliates, employees and agents (hereinafter each a "Released Party", or collectively "Released Parties"), with respect to liability for any personal injury, including death, property loss or damage, and any and all other claims, demands or causes of action which accrue to me or to my child which are in any way related to the child's enrollment or participation in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. The claims which I hereby release for myself include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct. The claims which I release on behalf of my child are those which accrue to the child resulting from an inherent risk of the child's enrollment or participation in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. (IMPORTANT: for purposes of this Release by the natural guardian on behalf of the minor child "inherent risk" is defined by pertinent Florida law as those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonable manner. The term includes, among other acts or omissions, the failure of the activity provider to warn the natural guardian or child of an inherent risk, and the negligent or intentional acts of the child or another participant which may contribute to the injury or death of the minor participant. "Participant" for purposes of this Release, DOES NOT include On The Edge Rock Climbing Gym, Inc. its owners, successors, affiliates, employees and agents.) In addition, I agree to protect, defend, hold harmless and indemnify (including the payment of reasonable attorneys fees, costs and insurance deductibles) Released Parties and each of them, with respect to any claim of loss suffered or caused by the child, by whomever it may be brought, in any way related to my minor child's enrollment in an activity of On The Edge Rock Climbing Gym, Inc. or the use of its facilities or equipment. This agreement of indemnity include claims of negligent (including, to the extent allowed by law, grossly negligent) acts or omissions of a Released Party, but not intentionally wrongful conduct.

Initials of Parent(s)

[_____]

(or Legal Court Appointed Guardian)

5. Other

a. I, an adult participant or natural guardian, agree that if any part of this Agreement is held by a court of law to be unenforceable, the remainder shall survive. It is my intent to comply fully with Florida law, including with respect to a natural guardian's authority to release certain claims on behalf of his or her child or ward. The venue of any legal action arising out of, concerning or involving this document, or a claim of any sort against a Released Party will be Brevard County, Florida. I agree also that the laws of the State of Florida (not including the laws which might apply of another jurisdiction) will be applied to an interpretation of this Agreement and any dispute which arises between me, or the child, and a Released Party.

b. I agree further that this agreement will remain in full force and effect, and apply to subsequent visits to On The Edge Rock Climbing Gym, Inc. by me, or the minor child, until revoked in writing, with notice to the other party. Future participation and use of On The Edge Rock Climbing Gym, Inc. is evidence of my or the child's, continuing agreement with the terms of this document.

c. I understand that photographs and video recordings which include me or the child may be taken at On The Edge Rock Climbing Gym's facilities. I agree that On The Edge Rock Climbing Gym, Inc. may use my or the child's likeness in any and all of its publications and advertisements without payment or any other consideration.

d. On The Edge Rock Climbing Gym wants to provide a fun environment for all participants and spectators. I, and the child, understand and agree that On The Edge Rock Climbing Gym, Inc. reserves the right to deny or revoke access to anyone for any act deemed inappropriate.

e. I, or the child and I, have read, understand and agree to obey the posted Safety Rules which are printed and available at On The Edge Rock Climbing Gym, Inc. and its website.

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of myself and the minor participant, and understand and agree that RELEASED PARTIES rely to their detriment upon this representation and would not allow the minor child to participate without this representation. I have had sufficient opportunity to read and understand

this document and intend for it to be binding on me, the minor child who is a participant, and members of my, and the child's, respective families, estates and personal representatives. Natural Guardian(s) must sign below for the minor child to participate and agree that they and the minor child are subject to all the terms of this document, as set forth above.

Signature of Participant [_____] Date _____
(14 years and older must sign)

Participant Name _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for _____, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature of Parent(s) [_____] Date _____
(or Legal Court Appointed Guardian)

Parent/Guardian Name _____



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If your minor child will be presenting this form without you, the natural guardian, being present, they will be required to prove the authenticity of the signature. Have them bring a signed copy of the natural guardians drivers license with them upon their first visit to On The Edge.

WAIVER OF INHERENT RISK LIABILITY – MINOR CHILD

A SIGNED WAIVER IS REQUIRED TO PARTICIPATE AT YU JUMP

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FL. STAT. § 744.301

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF NOAH'S ARK LLC / NOAH'S ARK LLC d.b.a. YU JUMP USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM NOAH'S ARK LLC / NOAH'S ARK LLC d.b.a. YU JUMP IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND NOAH'S ARK LLC / NOAH'S ARK LLC d.b.a. YU JUMP HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration for allowing the minor child(ren) identified below to enter into the play center and/or participate in any parties, programs, or activities at Yu Jump, the undersigned natural guardian of the minor child(ren) identified below, on behalf of the minor child(ren) below, acknowledges, appreciates, understands, and agrees that:

I HAVE READ THE FOREGOING "NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO FL. STAT. § 744.301".

I AM AWARE THERE ARE INHERENT RISKS. I acknowledge that participation in inflatables, bounce houses, and other games and activities offered at Yu Jump's facilities is inherently risky, hazardous, and dangerous. I understand that these activities can result in serious injury or damage to the minor child(ren) identified below. Participation in these activities by the minor child(ren) identified below could result in physical or emotional injury, paralysis, death, property damage, or other damage to the minor child(ren) identified below as a result of these inherent risks. I understand that certain risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the activity, bounce houses, or inflatables.

DEFINITION OF "INHERENT RISKS". As used in this Waiver, the term "inherent risk" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner, as set forth in Fl. Stat. § 744.301. The term includes, but is not limited to, the failure by the activity provider to warn the natural guardian or minor child of an inherent risk and the risk that the minor child or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of the minor child. A participant does not include the activity provider or its owners, affiliates, employees, or agents.

WAIVER OF INHERENT RISK LIABILITY. I therefore hereby waive and release, in advance, any claim or cause of action against NOAH'S ARK LLC / NOAH'S ARK LLC d.b.a. Yu Jump, or its owners, affiliates, employees, or agents, which would accrue to the minor child(ren) identified below for personal injury, including death, and property damage resulting from an inherent risk in the programs or activities at Yu Jump.

I AGREE TO REPORT HAZARDS. If I discover any hazards at Yu Jump, or otherwise have reasonable cause to believe a hazard exists at Yu Jump, I agree to immediately report said hazard to the nearest Yu Jump employee.

I HAVE READ AND UNDERSTAND THE RULES. I hereby certify that I have read a copy of the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand it is my responsibility to ensure that the minor child(ren) identified below understands the rules and abides by the rules. If I have reasonable cause to believe that any rules have been broken by any individual at any time, I agree to immediately bring same to the attention of the nearest Yu Jump Employee.

CERTIFICATION OF INSURANCE. I hereby certify that I have previously acquired or procured sufficient insurance coverage on behalf of the minor child(ren) identified below to cover, or I otherwise agree to individually bear and pay on behalf of the minor child(ren) identified below, any and all costs incurred as a result of personal injury, including death, and property damage, resulting from an inherent risk in the programs or activities at Yu Jump.

CERTIFICATION OF GOOD HEALTH AND VOLUNTARY PARTICIPATION. I hereby certify that the minor child(ren) identified below is in good health, and that the minor child(ren) identified below has no health conditions or physical limitations which would interfere with safe participation at Yu Jump. I further certify that participation by the minor child(ren) identified below at Yu Jump is strictly voluntary.

CERTIFICATION OF AUTHORITY. I hereby certify that I am over the age of 18 and I am a parent and/or natural guardian of the minor child(ren) identified below. I further certify that I am authorized to execute this waiver of inherent risk on behalf of the minor child(ren) identified below pursuant to Fl. Stat. § 744.031.

CERTIFICATION OF REVIEW AND COMPREHENSION. I certify that I have carefully read every word of this document, and that I understand and agree to all of the terms, conditions, waivers, and certifications made herein. Prior to executing this document, I have had an opportunity to ask any and all questions I may have. I understand that I have the right to review this document with an Attorney of my choosing prior to signing, if I wish.

CERTIFICATION OF ENTIRETY. I certify that no contradictory oral representations, statements, or inducements have been made or relied on by me, and that this document reflects the entirety of the representations made to me and relied on by me in determining execution of this document.

I HAVE READ THIS DOCUMENT AND THE FOREGOING NOTICE, HAVE AFFIXED MY INITIALS ABOVE, AND I AGREE TO ALL TERMS AND CONDITIONS LISTED.

PRINTED NAME NATURAL GUARDIAN

SIGNATURE NATURAL GUARDIAN

DATE

CONTACT TELEPHONE

ADDRESS

CITY

STATE

ZIP

CONTACT EMAIL ADDRESS

1. PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

4. PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

2. PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

5. PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

3. PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

6. PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

AGREEMENT, WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

A SIGNED WAIVER IS REQUIRED TO ENTER, REMAIN, OR PARTICIPATE AT YU JUMP'S FACILITIES

In consideration for permission to enter into or remain upon Yu Jump's property and/or facilities, and/or for permission to participate in any parties, programs, or activities at Yu Jump, the undersigned acknowledges, appreciates, understands, and agrees that:

1. **ASSUMPTION OF RISKS.**
 - A. **YU JUMP'S FACILITIES AND ACTIVITIES CAN BE HAZARDOUS AND DANGEROUS.** Proximity to or participation in Yu Jump's activities requires strenuous exercise, various degrees of physical, mental and emotional capabilities, and various degrees of skill and expertise. I understand that proximity to or participation in these activities can result in serious injury or damage to me and/or my property while on Yu Jump's property.
 - B. **I AM AWARE THERE ARE RISKS.**
 - C. **THESE RISKS INCLUDE BUT ARE NOT LIMITED TO:** Risks associated with inflatables, bounce houses, and other games and activities offered at Yu Jump can arise from defective equipment, human error, misuse of equipment, overcrowding, lack of parental supervision, and other instances of ordinary or gross negligence by Yu Jump or its employees, staff, agents, owners, operators, and independent contractors, as well as other third parties, participants, my child and myself. Proximity to or participation in activities offered at Yu Jump can lead to injuries including rope burn, vinyl burns; sprains, fractures, broken bones, scrapes, bruises and cuts, dislocations, pinched fingers, toes, and/or other appendages, nerve damage, bleeding, loss of blood, headaches, muscle cramps, muscle spasms, torn ligaments or tendons, asphyxiation, choking, loss of consciousness, and serious injuries to the head, back, neck, spinal cord, spinal column, and spine, which can cause paralysis or even death. Participants often fall off of equipment, sprain or break wrists, ankles, legs, and can suffer more serious injuries as well. Participants often fall onto each other resulting in various injuries described herein. Double-bouncing, flipping, running, and bouncing or climbing over walls is dangerous and can cause serious injuries. There are also many other risks not disclosed or identified here. Pre-existing medical conditions, including but not limited to pregnancy, can increase the risks associated with proximity or participation in activities at Yu Jump. I understand that Yu Jump and its employees, owners, agents, and contractors are not responsible to monitor or protect me, my child, or any other participants or third parties from any types of risks or harm whatsoever, whether known, or unknown, whether disclosed or undisclosed, whether latent or overt.
 - D. **I AM AWARE THERE ARE ALSO INHERENT RISKS.** I acknowledge that proximity to or participation in inflatables, bounce houses, and other games and activities offered at Yu Jump's facilities is inherently risky, hazardous, and dangerous. I understand that these activities can result in serious injury or damage. Proximity to or participation in these activities could result in physical or emotional injury, paralysis, death, property damage, or other damage as a result of these inherent risks. I understand that certain risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the activity, bounce houses, or inflatables.
 - E. **I ASSUME ALL RISKS.** I expressly agree to assume 100% of all risks associated with my presence on Yu Jump's property and my proximity or participation in activities at Yu Jump. I assume any and all risk, damage or injury, whether inherent or otherwise, whether known or unknown, whether disclosed or undisclosed, and whether latent or overt, while on Yu Jump's property.
2. **WAIVER OF ALL RESPONSIBILITY AND LIABILITY.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NOAH'S ARK LLC, and Yu Jump, and their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf, from and against any and all claims, demands, liability, causes of action, costs and/or expenses, and Attorney's fees and costs, on behalf myself, my estate, my executors, my heirs, my administrators, my beneficiaries, or any other third parties resulting in any way from injuries, damages, or losses of any kind sustained to my person or property while in or upon any Yu Jump property, premise, facility or while in proximity to or participation in Yu Jump activities, including but not limited to (i) any such claims which allege negligent acts or omissions, whether ordinary or gross, of NOAH'S ARK LLC and Yu Jump, and their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf; (ii) any such claims for damage to or theft of my personal belonging, jewelry, or other personal property which may occur while I am on Yu Jump's property or facility and/or while I am in proximity to or participating in Yu Jump's activities.
3. **LIMITATION OF RIGHTS, WIVER OF JURY TRIAL, LIMITATION ON DAMAGES.** In addition to, and not in lieu of the release, assumptions of risk, and waiver set forth herein, I agree that in the event litigation or claims are initiated by me, my estate, my executors, my heirs, my administrators, my beneficiaries, or any other third parties against NOAH'S ARK LLC, Yu Jump, or their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf, resulting in any way from injuries, damages, or losses of any kind sustained to my person or property while in or upon any Yu Jump property, premise, facility or while in proximity to or participation in Yu Jump's activities, and said injuries, damages, or losses are alleged to be recoverable in whole or any part as having not been addressed, covered, released, discharged or waived by the language of this document, or the language of this document is held in any part to be unenforceable, then I agree as follows: (i) Venue shall only be in the Courts of the State of Florida and only in the County in NOAH'S ARK LLC, and Yu Jump, or their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf, shall not be held liable, under any circumstances, for any damages in excess of Ten Thousand Dollars (\$10,000.00), it being understood that pricing for the facilities and activities at Yu Jump is set in reliance upon this limitation of damages.
4. **I AGREE TO REPORT HAZARDS.** If I discover any hazards at Yu Jump, or otherwise have reasonable cause to believe a hazard exists at Yu Jump, I agree to immediately report said hazard to the nearest Yu Jump employee.
5. **I HAVE READ AND UNDERSTAND THE RULES.** I hereby certify that I have read a copy of the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand it is my responsibility to ensure that I understand the rules and abides by the rules. If I have reasonable cause to believe that any rules have been broken by any individual at any time, I agree to immediately bring same to the attention of the nearest Yu Jump employee.
6. **CERTIFICATION OF INSURANCE.** I hereby certify that I currently maintain sufficient insurance coverage on behalf of myself and my property to cover, or I otherwise agree to individually bear and immediately pay, any and all costs incurred as a result of personal injury, including death, and property damage, in any way resulting from presence upon Yu Jump's property or facilities or resulting from proximity or participation in the programs or activities at Yu Jump.
7. **CERTIFICATION OF GOOD HEALTH AND VOLUNTARY PARTICIPATION.** I hereby certify that I am in good health, and that I have no health conditions or physical limitations which would interfere with safe presence or participation at Yu Jump, or that would increase the likelihood of injury, damage or loss while on the property of Yu Jump. I further certify that my presence and/or participation at Yu Jump is strictly voluntary.
8. **CERTIFICATION OF AUTHORITY.** I hereby certify that I am over the age of 18, have not been diagnosed with any mental or psychological disorders which affect my judgment in any way, and have never been adjudicated incompetent by any Court of competent jurisdiction. I further certify that I am not currently under the influence of any alcohol, drugs, or other medication, including but not limited to illegal drugs and prescription medications.
9. **CERTIFICATION OF REVIEW AND COMPREHENSION.** I certify that I have carefully read every word of this document, and that I understand and agree to all of the terms, conditions, waivers, and certifications made herein. Prior to executing this document, I have had an opportunity to ask any and all questions I may have. I understand that I have the right to review this document with an Attorney of my choosing prior to signing, if I wish.
10. **CERTIFICATION OF ENTIRETY.** I certify that no contradictory oral representations, statements, or inducements have been made or relied on by me, and that this document reflects the entirety of the representations made to me and relied on by me in determining execution of this document.
11. **SEVERABILITY CLAUSE.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect. The illegality, invalidity or unenforceability of any provisions or terms of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
12. **I HAVE READ THIS DOCUMENT AND THE FOREGOING NOTICE, HAVE AFFIXED MY SIGNATURE BELOW, AND I AGREE TO ALL TERMS AND CONDITIONS LISTED.**

ENTRY	PRINTED NAME	SIGNATURE	DATE	Contact Phone
1.				
2.				
3.				
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