

**ALBANY TRAMPOLINE PARK, LLC d/b/a FLIGHT TRAMPOLINE PARK
PERPETUAL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

NOTICE: READ THIS FORM COMPLETELY AND CAREFULLY.

In consideration of being allowed to use the facility and to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, jumping activities, climbing activities, balancing activities, trampoline courts, foam pits, inflatable bags, obstacle courses, snack bar access, parties at the facility, fitness classes, and any other services or amusement activities (collectively, "ACTIVITIES") provided by ALBANY TRAMPOLINE PARK, LLC, operator of FLIGHT TRAMPOLINE PARK, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ATP"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s) hereby agree to, and do forever release, indemnify, hold harmless and discharge ATP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) ACKNOWLEDGEMENT, UNDERSTANDING AND APPRECIATION OF THE RISKS: I acknowledge, understand and appreciate that my participation in the ACTIVITIES entails known and unanticipated risks that could result in death, serious physical or emotional injury, paralysis, or damage to me, 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, including without limitation: slipping and falling; collision with fixed objects or people; injuries caused by stepping on or falling on equipment or items that have fallen from or were dropped by myself or another participant; injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck; injuries arising out of the negligence of or otherwise caused by other participants or myself; injuries due to my own physical or mental condition or any medical condition I may have whether known or unknown; injuries due to physical contact with others, including the risk of contracting illness or coming into contact with germs, bacteria or fungi whether by contact with equipment or with another participant, and any and all risks associated with exercise, physical exertion and physical activities (hereinafter referred to collectively as the "RISKS").

(2) ASSUMPTION OF THE RISK. I expressly agree and promise to accept and assume all of the RISKS. My participation in activities at ATP is purely voluntary, and I elect to participate in spite of the RISKS.

YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY OR TO LET YOUR MINOR CHILD(REN)/WARD(S) ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ATP USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU OR YOUR CHILD(REN)/WARD(S) 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(REN)'S/WARD(S)' RIGHT AND YOUR RIGHT TO RECOVER FROM ATP IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY OR DEATH TO YOU OR YOUR CHILD(REN)/WARD(S), OR ANY PROPERTY DAMAGE, THAT RESULTS FROM THESE RISKS. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ATP HAS THE RIGHT TO REFUSE TO LET YOU OR YOUR CHILD(REN)/WARD(S) PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

(3) RELEASE OF LIABILITY. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ATP from any and all claims, demands, or causes of action, which are in any way connected with my or my child(ren)/ward(s) participation in activities at ATP or my or my child(ren)'s/ward(s)' use of ATP's equipment or facilities, including, to the extent permitted by law, any such claims which allege negligent acts or omissions of ATP. I understand that this perpetual release/waiver will apply to each and every occasion that I or my child(ren)/ward(s) visit an ATP facility.

(4) ATTORNEYS' FEES, INSURANCE. Should ATP or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this agreement, including but not limited to, attorneys' fees and costs incurred to defend against claims brought by me, or on behalf of my child(ren)/ward(s), or by third parties, I agree to indemnify and hold ATP or anyone acting on its behalf harmless for all such fees and costs. 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.

_____ (PARTICIPANT/GUARDIAN INITIALS)

(5) **PHOTO RELEASE:** By entering ATP and participating in the ACTIVITIES, I hereby grant ATP 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 ATP and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and in any 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) In the event that I file a lawsuit against ATP, I expressly agree and understand that the State of New York State Supreme Court of Albany County shall be the venue for any and all actions. I further agree that the choice of law of the State of New York shall apply in said action without regard to any conflict of laws of any other of state.

(7) I expressly agree and set forth that I have adequate insurance to cover any injury or damage, which I may cause or a participant may cause while participating. In the alternative, I agree to bear the cost of such injury and/or damage myself. Lastly, I certify that I am willing to assume all risks of medical and/or physical condition I may have.

(8) I expressly agree and understand that if any portion of this Agreement is found to be void and/or unenforceable, the remaining portions of said Agreement shall remain in full force and affect.

(9) Both parties expressly agree and understand that this Agreement may not be changed orally and that this written Agreement encompasses the entire agreement by and between the parties.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against ATP on the basis of any claim from which I have released ATP and any released party herein. I have had 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 of the terms and conditions set forth herein. I represent that I have the actual authority to and do hereby enter into this agreement on behalf of, and as an authorized agent, parent or legal guardian of any child(ren)/ward(s) listed on this agreement. I have read and knowingly and voluntarily have signed this agreement and specifically the release contained herein and further agree that no oral representations, statements or inducements have been made to me.

By signing below, I affirm, understand and agree to the above terms in their entirety.

IF THIS DOCUMENT IS SIGNED ELECTRONICALLY, THIS DOCUMENT IS VALID AND MAY BE ENFORCED IN THE SAME MANNER AS A HAND-SIGNED DOCUMENT THAT EXISTS IN PHYSICAL FORM. I ALSO EXPRESSLY ACKNOWLEDGE THE VALIDITY OF THE ELECTRONIC SIGNATURE APPENDED TO THIS DOCUMENT, WHICH WAS MADE BY ME ON THE DATE THIS FORM WAS ELECTRONICALLY SUBMITTED. I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID OR IS UNENFORCEABLE BASED ON (1) THE FACT THAT THIS DOCUMENT EXISTS IN ELECTRONIC FORM OR (2) THE FACT THAT THIS DOCUMENT IS SIGNED ELECTRONICALLY.

*****Parent/Legal Guardian Information*****

First Name: Last Name: Date:
Birth Date: Phone: Email:

X _____ (Parent/Legal Guardian Signature)

ENTER FULL NAME AND BIRTH DATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18 FOR WHOM YOU ARE SIGNING:

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

WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF ID TO VERIFY IDENTITY AND AGE.

_____ (PARTICIPANT/GUARDIAN INITIALS)