

**QUEEN CITY JUMP, LLC
ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT**

PLEASE READ THIS AGREEMENT CAREFULLY

IN CONSIDERATION of the people listed below being permitted to enter into the facilities offered by Queen City Jump, LLC and/or participate in any activities at Queen City Jump, I, the undersigned, agree as follows:

1. The activities offered by Queen City Jump require strenuous exercise and various degrees of skill. I understand the risks and danger of personal injury, disability and/or death to me and/or the child(ren) listed below as a result of participating in the activities offered by Queen City Jump. I assume all risk of damage or injury to myself and the child(ren) listed below.
2. I understand that both I and the child(ren) listed below may be unfamiliar with the surroundings and activities at Queen City Jump facilities and there may be risks, including property damage, bodily injury or death (“Risks”). I understand that Queen City Jump, and its members, managers, directors, officers, agents, employees, volunteers, and individuals acting on its behalf (collectively, “Queen City Jump”) cannot and do not assume responsibility for such Risks EVEN IF ANY SUCH RISKS ARE A RESULT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF QUEEN CITY JUMP. I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS ON MY BEHALF AND ON BEHALF OF THE CHILD(REN) LISTED BELOW.
3. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, ON BEHALF OF MYSELF, THE CHILD(REN) LISTED BELOW, MY FAMILY, HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVE(S), I AGREE TO ASSUME ALL THE RISKS AND RESPONSIBILITIES SURROUNDING THE ACTIVITIES OFFERED BY QUEEN CITY JUMP. IN ADVANCE, I RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE QUEEN CITY JUMP FROM AND AGAINST ANY AND ALL LIABILITY FOR ANY HARM, DAMAGE, CLAIM, DEMAND, ACTION, CAUSE OF ACTION, COST OR EXPENSE OF ANY NATURE THAT I MAY HAVE, NOW OR IN THE FUTURE, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO MEDICAL EXPENSES, SUFFERING OR DEATH, THAT MAY BE SUSTAINED BY ME, THE CHILD(REN) LISTED BELOW OR ANY PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF QUEEN CITY JUMP AND ITS AFFILIATES WITH REGARD TO ANY ACTIVITIES OR FACILITIES AT THE EVENT. IT IS MY EXPRESS INTENT THAT THIS RELEASE SHALL BE DEEMED A RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE QUEEN CITY JUMP.
4. I AGREE TO SAVE AND HOLD HARMLESS, INDEMNIFY, AND DEFEND QUEEN CITY JUMP FROM ANY CLAIM BY ME, MY FAMILY, THE CHILD(REN) LISTED BELOW OR ANY OTHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO INJURIES TO ME AND/OR THE CHILD(REN) LISTED BELOW ARISING OUT OF THE ACTIVITIES AT QUEEN CITY JUMP FACILITIES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES INCURRED BY QUEEN CITY JUMP IN CONNECTION THEREWITH.
5. I agree that any controversy or claim arising out of or in any way connected to injuries to me and/or the child(ren) listed below relating to the activities at Queen City Jump facilities shall be settled by binding arbitration administered pursuant to the American Arbitration Association Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. I understand and agree that this arbitration provision applies to any claims by me, my family, and/or the child(ren) listed below.
6. I understand and agree that both I and the child(ren) listed below may be photographed, videotaped, recorded on digital media, and/or interviewed for the purpose of Queen City Jump promotional use.
7. I agree that my participation and/or the participation by the child(ren) listed below in activities at Queen City Jump facilities is completely voluntary. I certify that I’m over 18 years of age and have had an opportunity to ask any and all questions regarding the terms of this Agreement. **I HAVE READ THIS DOCUMENT CAREFULLY, AND I ACKNOWLEDGE AND UNDERSTAND THE EFFECTS OF MY ASSUMPTIONS, RESPONSIBILITIES, RELEASES, WAIVERS, AND INDEMNIFICATIONS.**

Signed	Date		<u>CHILDREN</u>		
Print Name		NAME		AGE	DATE OF BIRTH
Address		_____	_____	_____	_____
City	State	Zip Code	_____	_____	_____
Phone	Email	_____	_____	_____	_____