

## Sky High Sports Customer Release of Liability, Assumption of Risk, Indemnity and Hold Harmless

In consideration of being permitted by Jump Houston, LLC dba Sky High Sports Houston, Jump Westview, LLC, and Sky High Sports Opportunities, LLC (collectively "SKY HIGH SPORTS") to participate in their activities and to use their equipment and facilities, I hereby agree to fully **release, discharge, indemnify, and hold harmless** SKY HIGH SPORTS, its agents, owners, members, shareholders, officers, directors, partners, representatives, managers (including but not limited to general managers and assistant managers), employees, volunteers, participants, lessors, franchisors, parent, affiliates, subsidiaries, related and affiliated entities, successors and assigns (collectively, "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in SKY HIGH SPORTS trampoline activities involve known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**SKY HIGH SPORTS trampoline activities involve many risks, including but not limited to the following:** Trampolines involve certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Jumping, bouncing, and any kind of movement to and from trampoline locations raises the possibility of any manner of accidents. Interfering with someone's bounce or more than one person per trampoline can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls are dangerous and can cause serious injury. Similar risks are also inherent in using the Foam Pit. In the event of injury or harm to you or your child from any of the activities, you or your child may require medical assistance or care, at your own expense.

Furthermore, all SKY HIGH SPORTS employees, including managers, and SKY HIGH SPORTS volunteers, have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction, or in some other fashion be faulty or defective. There is also a risk that SKY HIGH SPORTS employees, including managers, and SKY HIGH SPORTS volunteers, may be negligent, including but not limited to, in monitoring and supervising use of equipment and facilities and in the maintenance and repair of equipment and facilities.

2. I expressly understand the risks, I also expressly understand that all of the risks are done at my own risk, and I agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily fully waive, release, and forever discharge, the RELEASED PARTIES from any and all claims, demands, causes of action, responsibilities or liabilities, for any kind of injuries, including death, or any kind of damages, which in any way arise out of or are connected with my attendance at a SKY HIGH SPORTS facility, my participation in any and all activity at a SKY HIGH SPORTS facility or my use of SKY HIGH SPORTS equipment or facilities, or any act or omission of the RELEASED PARTIES, including negligence by SKY HIGH SPORTS representatives, managers, employees, volunteers, and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.**
4. **I further hereby voluntarily fully waive, release, and forever discharge, the RELEASED PARTIES from any and all claims, demands, causes of action, responsibilities or liabilities, for any kind of injuries, including death, or any kind of damages, which in any way arise out of or are connected with my minor child[ren]'s attendance at a SKY HIGH SPORTS facility, my minor child[ren]'s participation in any and all activity at a SKY HIGH SPORTS facility or my minor child[ren]'s use of SKY HIGH SPORTS equipment or facilities, or any act or omission of the RELEASED PARTIES, including negligence by SKY HIGH SPORTS representatives, managers, employees, volunteers, and all negligence in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities.**
5. **I agree that if the participant is a minor, I further agree to fully defend, indemnify and hold harmless the RELEASED PARTIES from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, including but not limited to attorneys fees and costs, arising out of any kind of injury to the minor, including death, property damage or any other damage, which are brought by, or on behalf of the minor, and which in any way arise out of or are connected with activity, use or participation by the minor at a SKY HIGH SPORTS facility, including all injuries, death or damages caused by the negligent acts or omissions of the RELEASED PARTIES and/or third parties. Such indemnity shall apply whether the claims, damages, losses, causes of action, suits, or liability arise in whole or in part from the negligence or fault of the RELEASED PARTIES or negligence or fault in the design, construction, manufacture, condition, maintenance, or repair of the equipment or facilities. It is the express intention of the parties hereto, both myself and the RELEASED PARTIES, that the indemnity provided for in this paragraph is indemnity by me to indemnify, defend and hold harmless the RELEASED PARTIES for their own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.**
6. **I agree that if the participant is a minor, this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless agreement is made on behalf of that minor child and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**
7. I further hereby agree to indemnify, defend and hold harmless the RELEASED PARTIES from any and all liability, claims, suits, demands, causes of action, expenses of litigation, including but not limited to, attorneys fees and costs, which arise out of or are connected to injury to other participants at a SKY HIGH SPORTS facility, or damage to the property of other persons who are

participants at a SKY HIGH SPORTS facility, caused by my or my minor child[ren]'s negligence, fault, acts, or omissions. I agree that I will at my own cost and expense defend and indemnify the RELEASED PARTIES against any and all such claims.

8. Should any of the RELEASED PARTIES be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for all such fees and costs.
9. I certify that I have adequate insurance to cover any injury or damage that I or my child[ren] may suffer while participating in activities at s SKY HIGH SPORTS facility, or alternatively, I agree to bear the costs of such injury or damage myself. I further certify that I agree to assume the risk of any medical or physical condition that I or my child[ren] may have.
10. In the event that I file a lawsuit against any of the RELEASED PARTIES, I agree to do so solely in the state of Texas in Harris County, and I agree that the law of Texas shall apply in that action without regard to the conflict of law rules.
11. 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.
12. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, to grant SKY HIGH SPORTS, its parent, subsidiaries, related and affiliated entities, officers, directors, managers, employees and agents, the irrevocable right to photograph and/or record me or my child(ren)/ward(s) in connection with activity at SKY HIGH SPORTS, and to use the photograph and/or recording for all purposes, including advertising, without restriction. I agree the rights granted are without compensation of any kind. All photographs and recordings are the property of SKY HIGH SPORTS.

By signing this agreement, I acknowledge that if I or my minor child[ren]are injured, hurt or killed, or property damaged during my and/or the minor child[ren]'s participation in this activity, I may be found by a court of law to have waived and released my and the minor participant's right to maintain a lawsuit against SKY HIGH SPORTS or any of the RELEASED PARTIES from all claims which I have released herein. I have had sufficient opportunity to read this entire agreement. I have read and understood it, and I agree to be bound by its terms.

**IF THE PARTICIPANT IS A MINOR (UNDER THE AGE OF 18). THIS SECTION MUST BE SIGNED BY PARENT OR LEGAL GUARDIAN**

Print Name of Parent or Legal Guardian of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

**(Parent/Legal Guardian if participant under age of 18)**

Print Name of Minor Participant \_\_\_\_\_ Birth Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR BETWEEN THE AGES OF 12 AND 17. THIS SECTION MUST BE SIGNED BY THE MINOR AS WELL.**

Print Name of Minor \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

**I have read this agreement and understand the risks and danger.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_

**(Minor between the ages of 12 and 17)**

**IF THE PARTICIPANT IS AN ADULT (18 YEARS OF AGE OR OLDER)**

Print Name of Adult Participant \_\_\_\_\_ Birth Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_