

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

In consideration of being permitted by Envista SJC LLC, dba Sky High Sports Santa Clara ("SKY HIGH SPORTS") to participate in its activities and to use its equipment and facilities, I hereby agree to fully **release, discharge, indemnify, and hold harmless** SKY HIGH SPORTS, its agents, owners, managers, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, franchisors, 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 representative and estate as follows:

1. I acknowledge that my participation in SKY HIGH SPORTS trampoline games and other attractions entail 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 these activities.

The risks include, among other things: trampolines entail 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. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Double bouncing, 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 and must be done at the participant's own risk. Similar risks are also inherent in using other attractions. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, SKY HIGH SPORTS employees 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. There is also a risk that SKY HIGH SPORTS employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily fully release, discharge, and agree to defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of SKY HIGH SPORTS equipment or facilities, including, without limitation, any such claims which allege or prove negligent acts or omissions of the RELEASED PARTIES and/or third parties. This includes, without limitation, claims which allege or prove that the incident was caused by the RELEASED PARTIES' sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to negligent design, construction, condition, maintenance, or repair of the equipment or facilities.**
4. Should SKY HIGH SPORTS and/or any of the other RELEASED PARTIES be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. In the event that I file a lawsuit against SKY HIGH SPORTS and/or any of the other RELEASED PARTIES, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. 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.
7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at SKY HIGH SPORTS, grant SKY HIGH SPORTS, its parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with SKY HIGH SPORTS to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all 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. All photographs and/or recordings are exclusive to SKY HIGH SPORTS.
8. **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 participant 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.**
9. **I agree that if the participant is a minor, I further agree to fully defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims or suits for personal injury, death, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries, death or damages caused by the negligent acts or omissions of the RELEASED PARTIES and/or third parties. This includes, without limitation, claims which allege or prove that the incident was caused by the RELEASED PARTIES' sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to negligent design, construction, condition, maintenance, or repair of the equipment or facilities.**

By signing this document, I acknowledge that if anyone is hurt or killed, or property damaged during my and/or the minor's participation in these activities, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against SKY HIGH SPORTS and/or any of the other RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name of Participant _____ Birth Date _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____
Emergency Contact _____ Phone _____ Relation _____
Signature _____ Today's Date _____
(Participants 14 years and older)

IF THE PARTICIPANT IS A MINOR

Print Name of Parent or Legal Guardian of Minor _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____
Signature _____ Today's Date _____
(Parent/Legal Guardian if under age of 18)