

iTrampoline Indoor Family Fun Park

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

PLEASE READ THIS CAREFULLY AND ASK QUESTIONS IF YOU DO NOT UNDERSTAND

Things You NEED to Know! The iTrampoline Indoor Family Fun Park (hereafter referred to as iTrampoline) is a trampoline park and recreation center which offers clients the opportunity to participate in a number of recreational activities including, but not limited to, recreational trampoline bouncing activities, trampoline basketball dunking, trampoline dodgeball, fitness activities, and private parties. iTrampoline also serves as a host for events such as birthday parties, church groups; boy/girl scouts gatherings, school field trips, summer day camps, and corporate team-building events. The facilities include a 7,000 square foot main court, two dodgeball courts, 2 basketball dunk lanes, an area for jumpers under 40" tall, a toddler area with an inflatable bounce house and plastic slides, and a snack bar.

iTrampoline activities may help produce many benefits for clients of all ages – including pleasure, relaxation, opportunity to compete, opportunity to challenge oneself, improved physical fitness (including strength, endurance, cardiovascular fitness, flexibility, agility), more energy, greater enjoyment of life, and many other health benefits. However, while there are many benefits associated with these activities, iTrampoline feels it is important that the **PARTICIPANT/PARENT** (*which refers to either an ADULT Participant, OR a MINOR Participant and his/her PARENTS/GUARDIANS*) **understands that all physical activities include some inherent risks of injury**. These *inherent risks* are risks that cannot be eliminated without changing the very nature of the activity – which sometimes involves removing the fun, excitement, and challenge that attracts participants.

The following are some examples of *inherent risks* associated with iTrampoline activities: PARTICIPANT RELATED -- landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips that are beyond participant's capacity; landing on a frame or other hard surface; landing on the wrong trampoline; failure to execute a maneuver or exercise properly; hard contact or entanglement with basketball goal, backboard or net when dunking; being struck in the face by the basketball or dodgeball; unexpected behavior or movements by other participants; poor judgment by the participant. EQUIPMENT RELATED -- unexpected failure of the equipment; trampoline surface or attachment failure; exposed springs or hooks; padding shift resulting in exposed frames or hard surface; missing padding; misplaced mats. STAFF RELATED -- management misjudgment of the ability or judgment of staff; management misjudgment of the number of supervisors needed; inadvertent distraction of supervising staff; judgment error by a staff member (e.g., misjudging the ability or fitness of a participant, mistake in teaching a skill, allowing too great a disparity in size or ability of participants, failure to realize too many participants are in an area, failure to identify and put a stop to misbehavior or horseplay immediately, failure to require use of safety equipment when needed, inadvertently failing to require instruction or video for beginner). There are also risks associated with the Toddler Area. Even with supervision, children using equipment or the inflatable bounce house can trip and fall, collide, strike one another, land wrong, and fall from equipment. Finally, risk of falls, collisions, and other accidents exists in the parking lot, sidewalks, entry, lounge, snack bar, and rest room areas. This is not a complete list of inherent risks; many are not listed here. In addition, participants are informed that they should not bring or leave unsafeguarded private property, goods or valuables on the premises because they are at risk for loss, theft or damage.

Further, iTrampoline feels that it is important that the **PARTICIPANT/PARENT understands the three types of injuries that can occur in any physical activity, including in iTrampoline activities**. First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, headaches, bruises, and abrasions. The second type of injury is the *Serious Injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injuries. These are rare, but do occasionally occur. Not all serious injuries are listed here. The third type of injury is the *Catastrophic Injury*. Some but not all examples of catastrophic injury are brain injury, paralysis, and heart attack, some leading to death. Even though the likelihood of such an injury is very remote, iTrampoline feels that the PARTICIPANT/PARENT should be aware of all possibilities that could occur while participating in iTrampoline activities.

iTrampoline is committed to safety and wants to ensure participants engage in safe behavior while onsite. *While it is impossible to eliminate all possibility of injury*, to enhance safety, iTrampoline: 1) designed safety features into the facility; 2) requires participation in a safety briefing and a review of rules prior to initial participation; 2) trained supervisors in attendance; 3) provides general supervision of activities; 4) provides instruction in some activities; 5) has developed and posted for participants' review, rules and policies that focus on safety; 5) has taken measures to greatly reduce the major traditional hazard of trampoline jumping – falls to the floor and striking a hard surface; 6) has a separate jumping area for jumpers under 40" tall; 7) has at least one staff member certified in first aid, CPR, and AED on hand at all times; and 8) provides a separate toddler area for children 3 years old and under.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, have read the above paragraphs and **know** that iTrampoline activities contain inherent risks which vary with the activity. I am aware of the limits of my physical condition and skills and **I understand the demands** of the iTrampoline activities relative to my physical condition and skill level. **I understand the types of injuries** that may occur as a result of iTrampoline activities and their potential detrimental impact on my body, well-being and lifestyle. I, the PARTICIPANT/PARENT, **hereby assert that my or my child's participation is entirely voluntary and that I knowingly accept and assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the iTrampoline property, facilities, and services, today and for a period of one year from the date of this agreement unless I revoke it sooner in writing, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [hereafter referred to as Releasing Parties] **do hereby release, waive, discharge, and covenant not to sue** iTrampoline, its owners, directors, officers, members, affiliates, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as Protected Parties] from liability **from any and all claims arising from the ordinary negligence of iTrampoline** or the other protected parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in iTrampoline activities (including, but not limited to, classes, instruction, individual or group play, group events, competition, observation, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: I, the adult participant or parent/guardian, **agree to hold harmless, defend, and indemnify** iTrampoline and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the Releasing Parties arising from any injury or loss due to my participation at iTrampoline (including claims arising from the inherent risks of iTrampoline activities and those arising from the **ordinary negligence** of iTrampoline or Protected Parties).

I further agree to hold harmless, defend, and indemnify iTrampoline and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at iTrampoline (including claims arising from the inherent risks of iTrampoline activities and those arising from the **ordinary negligence** of iTrampoline or Protected Parties).

Clarifying Clauses: 1) I, the PARTICIPANT/PARENT, confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and iTrampoline and cannot be modified or changed in any way by representations or statements by any agent or employee of iTrampoline or any party. **2)** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Hawaii and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **3)** I also understand that the substantive laws of the State of Hawaii shall apply. **4)** In the event of a dispute, I, the PARTICIPANT/PARENT, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that *all disputes, controversies, or claims arising out of my participation at iTrampoline shall be submitted to binding arbitration in accordance with the applicable rules of Dispute Prevention and Resolution then in effect.*

To help iTrampoline provide for the safety of the participant, PARTICIPANT/PARENT affirm: I, the PARTICIPANT/PARENT,

- agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- agree to stay in areas to which I am assigned and not enter areas that will place me in undue danger.
- acknowledge that it is my duty to inform staff and cease exercise immediately if I am ill or injured, or feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, and chest pains) during participation.
- understand that all participants must participate in a safety briefing and a review of the rules on their first visit.
- understand that a participant may be required to participate in a safety briefing again if he or she does not obey the rules.
- have participated in a safety briefing and agree that I will not attempt to bounce until I feel capable of safe participation.
- acknowledge that the iTrampoline may need to end my participation if I present a danger to myself or others.
- acknowledge that one should get medical clearance prior to participation in a vigorous physical activity.
- possess a sufficient level of skill and physical fitness for safe participation in iTrampoline and other activities.
- agree to attempt only activities that I feel I am capable of performing safely.
- have no health problems that would make participation in iTrampoline activities unwise.
- authorize ITRAMPOLINE to administer emergency first aid, CPR, and use an AED if deemed necessary by iTrampoline.
- authorize iTrampoline to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by iTrampoline and I agree to assume all costs of emergency medical care and transportation.

Acknowledgment of Understanding: I, the PARTICIPANT have read this Agreement and understand that I am giving up substantial rights, including the right to sue under certain circumstances for damages in the event of death, injury or loss. I, the PARTICIPANT, acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties, to the greatest extent allowed by law of the State of Hawaii.

Name of PARTICIPANT (Please Print) **Signature of PARTICIPANT** **Date of Birth** **Date**

Address: _____

Phone Number: _____

Email: _____

If Participant is a Minor, Parent/Guardian Must Read Below and Complete the following:

iTrampoline encourages you to stop by the facility and check us out for yourself. If you are unable to visit in person, we have made the registration process as convenient as possible. Please note the following ways you can register your child:

- In Person (office hours)
- Call and we would be happy to fax the necessary forms
- Email and we would be happy to email the necessary forms
- Online (link): download the Assumption of Risk, Waiver of Liability, and Indemnification Agreement

If the forms have not been signed and your child is not properly registered prior to or as of the event date, they unfortunately will not be allowed to participate.

	Name of Child	Date of Birth	Gender
1.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
2.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
3.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
4.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
5.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
6.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
7.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female
8.	_____ Please print child's name	_____/_____/_____ Month Day Year	<input type="checkbox"/> Male <input type="checkbox"/> Female

Acknowledgment of Understanding: I, the PARENT/GUARDIAN, have read this Agreement and understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue under certain circumstances for damages in the event of death, injury or loss. I, the PARENT/GUARDIAN, acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties, to the greatest extent allowed by law of the State of Hawaii. Additionally, I, the Parent/Guardian of a minor participant, assert that I understand and accept the risks of the activity on behalf of the minor participant, have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement and voluntarily agrees to participate.

Review and Sign Below:

I hereby affirm that I am the parent or legal guardian of the identified minor child, and am legally authorized to bind the minor child to the terms of this agreement. I agree to be legally responsible for the acts of the minor child described herein. On behalf of me and the minor child, I agree to be bound by the terms of this agreement.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian: _____

Date of Birth _____

Address: _____

Email: _____

Emergency Phone Number: _____