

COSMIC JUMP RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

COSMIC JUMP, NATIONAL TRAMPOLINE ENTERTAINMENT DALLAS I, LLC, AND JUMPZ, LLC RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY AND ASSUMPTION OF RISK PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

I, the undersigned on my behalf and, if applicable, my child/ward named below (hereinafter "RELEASOR"), hereby acknowledge that I and my child/ward, desire to voluntarily participate in the activities and services provided by COSMIC JUMP, NATIONAL TRAMPOLINE ENTERTAINMENT DALLAS I, LLC and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the COSMIC JUMP facility (collectively, COSMIC JUMP or "RELEASEES"), including but not limited to, the use of the equipment, facilities, trampolines, inflatables, its' foam dart shooting mechanisms, receiving instruction, strenuous bodily movement, and the premises (hereinafter collectively referred to as "COSMIC JUMP ACTIVITIES & SERVICES"), and further agree and acknowledge as follows:

ASSUMPTION OF RISK: I, the undersigned, understand and acknowledge that COSMIC JUMP ACTIVITIES AND SERVICES has varying effects on individuals based upon their size, age, physical condition and/or state of health. I further recognize, acknowledge and agree that it is my sole decision whether to consult with a medical professional prior to participating in COSMIC JUMP ACTIVITIES AND SERVICES and that COSMIC JUMP recommends that participants consult with a medical professional prior to participating in COSMIC JUMP ACTIVITIES AND SERVICES, especially if a member has had a recent injury, surgery, pregnancy or other health condition. I, and/or my child/ward, have either consulted a physician and received medical advice and consent to participation in COSMIC JUMP ACTIVITIES AND SERVICES or have waived such advice and consent of a physician and accept any and all RISKS. I am assuming, on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur.

I am aware, understand and acknowledge that participation in COSMIC JUMP ACTIVITIES AND SERVICES is a potentially hazardous activity and involves inherent risks of danger or injury, including but not limited to, sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death that can occur (hereinafter collectively referred to as "RISKS"). I am voluntarily participating in COSMIC JUMP ACTIVITIES AND SERVICES with the knowledge of the danger involved with the RISKS and with the knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury.

I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN COSMIC JUMP ACTIVITIES AND SERVICES AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.

RELEASE OF LIABILITY: I understand that myself, and/or child/ward, will be engaging in COSMIC JUMP ACTIVITIES AND SERVICES using the COSMIC JUMP facility and it is my voluntary and informed decision to release any future lawsuits or claims that I and/or they have or may have against the RELEASEES. RELEASOR expressly releases and forever discharges and holds harmless RELEASEES from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in the COSMIC JUMP ACTIVITIES AND SERVICES. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any RELEASEES or from any other cause. This Waiver and Release of Liability includes, but is not limited to, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the facility, grounds, or any equipment; (d) instruction or supervision; or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises.

As consideration for being permitted by COSMIC JUMP to participate in COSMIC JUMP ACTIVITIES & SERVICES, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, or sue COSMIC JUMP, INC., or its past, present or future parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, employees, servants, assigns, investors, legal representatives and all individuals and entities involved in the operations of COSMIC JUMP for injury, illness, death or damage resulting from my participation in COSMIC JUMP ACTIVITIES & SERVICES and the RISKS involved therein.

***COSMIC JUMP SAFETY RULES ***

* Jump at Your Own Risk * Jump Within Your Own Abilities * No Double-Bouncing * No Bouncing Someone Else Higher * * No Sitting Anywhere on the Trampoline Courts or Pads * No Jumping, Sitting or Standing on Orange Pads * COSMIC JUMP will not be held responsible for children left unattended * No Climbing on the Walls * No Roughhousing, Wrestling, Racing, Tackling, Shoving, or Playing Tag * Absolutely no children under 8 years of age on the Black Trampolines *

COSMIC JUMP RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK

I further grant COSMIC JUMP the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I, HEREBY ASSUME ALL RISK AND FULLY RELEASE, ACQUIT, REMISE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE COSMIC JUMP , INC., ITS PARENT, SUBSIDIARIES, AFFILIATES, OTHER RELATED ENTITIES, SUCCESSORS, OWNERS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, EMPLOYEES, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN THE OPERATIONS OF COSMIC JUMP , OF AND FROM ANY AND ALL PAST, PRESENT AND FUTURE CLAIMS ARISING FROM THEIR ACTS AND/OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, DEMANDS, OBLIGATIONS, ACTIONS, CAUSES OF ACTION, RIGHTS, DAMAGES, COSTS, NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, ASSAULT CLAIMS, DECEPTIVE TRADE PRACTICE CLAIMS, CONTRACT CLAIMS, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS CLAIMS, PERSONAL INJURY CLAIMS, PREMISES LIABILITY CLAIMS, PRINCIPAL-AGENT LIABILITY CLAIMS, MENTAL ANGUISH CLAIMS, PAIN AND SUFFERING CLAIMS, PHYSICAL IMPAIRMENT CLAIMS, DISFIGUREMENT CLAIMS, LOST WAGES CLAIMS, LOSS OF EARNING CAPACITY CLAIMS, WARRANTY CLAIMS, PUNITIVE DAMAGES CLAIMS, EXEMPLARY DAMAGES CLAIMS, AND ANY OTHER FORM OF COMPENSATORY CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BASED ON A TORT, CONTRACT, OR OTHER THEORY OF RECOVERY, WHETHER SAME BE KNOWN AND REALIZED OR UNKNOWN AND NOT REALIZED, THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTES, GUARDIANS OR LEGAL REPRESENTATIVES NOW HAVE, HAVE HAD, OR EVER WILL HAVE; FOR INJURY, ILLNESS, DEATH, OR DAMAGE RESULTING FROM MY PARTICIPATION IN COSMIC JUMP ACTIVITIES & SERVICES AND THE RISKS INVOLVED WITH SAME. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN ITS EFFECT AS ALLOWED BY LAW.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT BETWEEN ME AND COSMIC JUMP, NATIONAL TRAMPOLINE ENTERTAINMENT DALLAS I, LLC, AND JUMPZ, LLC AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

I have read the rules and instructions on the signs erected throughout the facility and/or from the Operator's Website (www.cosmicjump.com) and have received a safety briefing and/or watched the safety video prior to participation. _____
Initial

Print name of adult _____ Birth Date _____ Age _____

ID # _____ Exp Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Home Phone _____ Cell Phone _____

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18
In consideration of (print up to four minors names/birthdates below of SAME parent or legal guardian):

Name of Participant _____ age _____ Birthdate _____

Name of Participant _____ age _____ Birthdate _____

Name of Participant _____ age _____ Birthdate _____

Name of Participant _____ age _____ Birthdate _____

Signature of participant over 18 or Parent/Legal Guardian of Minor _____ date _____

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