

# *Cosmic Jump, National Trampoline Entertainment Center*

## Assumption of Risk, Waiver of Liability, And Indemnification Agreement

**Nature of the Activity:** NTEK Olathe LLC, DBA Cosmic Jump (hereafter referred to as COSMIC JUMP) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can help to produce many benefits for the client, However COSMIC JUMP feels it is important that our minor clients and their parents or guardians know that trampoline activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity.

**I acknowledge that my participation in COSMIC JUMP ACTIVITIES AND SERVICES entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself or minor children, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.**

**The risks include, among other things:** COSMIC JUMP trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose its 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, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. There is also a risk of colliding with or being landed on by jumpers of a different size. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, COSMIC JUMP employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly 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.

**Assumption of Inherent Risks:** I (the minor client(s) and parents/guardians) have read the above paragraphs and know that COSMIC JUMP trampoline activities contain inherent risks which vary with the activity. I (the minor client(s) and parents/guardians) understand the demands of those activities relative to my physical condition and skill level, and I (the minor client(s) and parents/guardians) appreciate the types of injuries that may occur as a result of COSMIC JUMP activities and their potential impact on my well-being and lifestyle. I hereby assert that (the minor client(s) and parents/guardians) participation is voluntary and that I (the minor client(s) and parents/guardians) knowingly assume all inherent risks.

**Waiver of Liability for Ordinary Negligence:** In consideration of permission to use the COSMIC JUMP property, facilities, and services, today and on all future dates, I (the minor client(s) and parents/guardians), on behalf of myself, the minor, my spouse, my heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue COSMIC JUMP, its owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents, from liability from any and all claims arising from the ordinary negligence of COSMIC JUMP (and the above named parties).

**This agreement applies to** 1) personal injury (including death) from incidents or illnesses arising from participation in COSMIC JUMP activities (including, but not limited to, instruction, individual trampoline play, trampoline competition, dart tag, dodgeball, slamdunk, inflatables, classes, observation, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); 2) any and all claims resulting from the damage to, loss of, or theft of property; and to 3) the right to sue for loss suffered by the participant, the parents, or the guardians.

**Indemnification Agreement:** I (all participants, minor client(s), and parents/guardians) agree to hold harmless, defend, and indemnify COSMIC JUMP, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of mine, the minor(s), my spouse, heirs, personal representatives, or assigns arising from injury to any and all minors, any and all participants, and or the parents/guardians or loss of COSMIC JUMP due to the participation of myself or any and all minors, at COSMIC JUMP (including claims arising from the inherent risks of COSMIC JUMP activities and those arising from the ordinary negligence of COSMIC JUMP).

**Mediation and Arbitration:** In the event any dispute arises, I (the minor client(s) and parents/guardians) 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 (the minor client(s) and parents/guardians) agree that all disputes, controversies, or claims arising out of the mine or the minor client's participation at COSMIC JUMP shall be submitted to binding arbitration before and in accordance with the Commercial Rules of the American Arbitration Association then in effect. I also waive all right to trial by jury.

**Clarifying Clauses:** 1) I (the minor client(s) and parents/guardians) confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between myself, my spouse, heirs and minor clients and COSMIC JUMP and cannot be modified or changed in any way by representations or statements by any agent or employee of COSMIC JUMP. 2) I (the minor client(s) and the parents/guardians) 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 Kansas 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 (the minor client(s) and the parents/guardians) also understand that if legal action or demand for arbitration is brought, venue for such

action, as appropriate, shall lie in Johnson County, Kansas and that only the substantive laws of the State of Kansas shall apply.

**Acknowledgements, Assertions, and Agreements: (by the minor client(s) and the parents/guardians)**

- I assert that the minor client(s) and parent/guardian and adult participants possess a sufficient level of skill and physical fitness for safe participation in COSMIC JUMP trampoline activities. I also agree to attempt only activities that I feel I am capable of performing safely. Further, I agree to stay in areas that will not place me in undue danger.
- I assert that have no health problems that would contra-indicate participation in COSMIC JUMP trampoline activities.
- I acknowledge that COSMIC JUMP recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I authorize COSMIC JUMP to administer emergency first aid, CPR, and use an AED when deemed necessary by COSMIC JUMP.
- I authorize COSMIC JUMP to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by COSMIC JUMP and I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that it is the participant's duty to inform the facility staff and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- I acknowledge that the provider will maintain the facilities and conduct the activity in good faith and may find it necessary to terminate my participation when staff judges me to be incapable of safely participating. I accept your right to take such actions for the safety of myself and/or other clients.
- I agree to obey all safety rules while participating at COSMIC JUMP and alert the staff to any rules violations or dangerous behavior of co-participants.

**Acknowledgment of Understanding:** I (the minor client(s) and the parents/guardians) have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to 1) ordinary negligence by COSMIC JUMP, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf and the previously named parties or to 2) the inherent risks of the activity, to the greatest extent allowed by law in the State of Kansas.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NTEK Olathe LLC , DBA Cosmic Jump their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, 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. I further grant NTEK Olathe LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.**

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

_____	_____	_____
<b>Print Name of Adult Participant or Parent/Legal Guardian of Minor</b>	<b>Adult's Birth Date</b>	<b>Adult's Age</b>
_____		
Address	City State Zip	
_____		
Email	<b>Emergency Phone Number</b>	

**X** \_\_\_\_\_  
**Signature of participant over 18 or Parent/Legal Guardian of Minor** **Date**

**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):

_____	_____	_____
Print Name of Participant	Minor's Date of Birth	Age
_____		
Print Name of Participant	Minor's Date of Birth	Age
_____		
Print Name of Participant	Minor's Date of Birth	Age
_____		
Print Name of Participant	Minor's Date of Birth	Age