

**jumpstreet® RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY**

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

In consideration for being permitted in jumpstreet® and the related activities (collectively, "activities") conducted by and at jumpstreet®, INC..

**ASSUMPTION OF RISK:** I agree that I and/or my child/ward am voluntarily participating in the activities offered by jumpstreet® including, but not limited to, the use of the equipment, facilities and the premises. 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 understand that the jumpstreet® facility has trampolines, inflatables, a mechanical bull ride and batting cages and that using trampolines, inflatables, mechanical bull ride and batting cages have inherent risks. Further, I have explained these risks to my child/ward.

**RELEASE OF LIABILITY:** I understand that myself and/or child/ward will be engaging in recreational and sporting activities within the meaning of C.R.S § 13-22-107 while using the jumpstreet® Facility and it is my voluntary and informed decision to release any future lawsuits or claims that they may have against the releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs, and assigns to hold JUMPSTREET®, INC. 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 jumpstreet® facility (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of me and my child/ward's participation at the jumpstreet® facility.

I expressly release and forever discharge 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 any of the activities offered at the jumpstreet® facility. This includes, without limitation, use of trampolines, inflatables, its baseball batting cages, receiving instruction, strenuous bodily movement, and any other activities in and around the jumpstreet® facility. 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, without limitation, 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. This Release of Liability also expressly includes a release for any and all claims arising out of or under the Colorado Premises Liability Act (C.R.S §13-21-115).

I further grant jumpstreet®, INC. 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 ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BE HALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST JUMPSTREET®, INC.. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY jumpstreet®, INC. IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

This Release and parental/guardian Waiver is made in accordance with C.R.S. § 13-22-107. I have read the above, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child's/ward's use of the jumpstreet® facility. I further understand that no person has permission to use the jumpstreet® facility without an effective and validly signed Release and parental/Guardian Waiver of Liability.

I understand that I am voluntarily giving up me and or my child's/ward's right to bring a lawsuit or claim against the above-mentioned Releasees. I further understand and accept the above risks related to these activities.

Print name of Adult \_\_\_\_\_ Birth Date \_\_\_\_\_ Age \_\_\_\_\_

(ADULT INFORMATION)

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

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

Print Name of Participant \_\_\_\_\_ Print Name of Participant \_\_\_\_\_

(Age of participant)

(Age of participant)

Print Name of Participant \_\_\_\_\_ Print Name of Participant \_\_\_\_\_

(Age of participant)

(Age of participant)

Print Name of Participant \_\_\_\_\_ Print Name of participant \_\_\_\_\_

(Age of Participant)

(Age of Participant)

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