

Launching Pad Trampoline Park Inc.
d/b/a Launching Pad Trampoline Park & Family Fun Center
1300 Intervale Drive, Salem, VA 24153
www.launchingpadsalem.com

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY. BY SIGNING, YOU ARE GIVING UP YOUR, YOUR SPOUSE'S AND/OR YOUR MINOR'S LEGAL RIGHTS.

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE LAUNCHING PAD TRAMPOLINE PARK INC. FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF LAUNCHING PAD TRAMPOLINE PARK INC., INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT PROVIDERS. Initials: _____

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, trampoline fitness classes, trampoline courts, foam pits, jousting, fidget ladder, airbag pit, launch tower, bumper cars, arcade, party rooms and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by Launching Pad Trampoline Park Inc. and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, premises owners, equipment owners or providers and any and all other persons and entities acting in any capacity on its behalf (collectively "LAUNCHING PAD"), on behalf of myself, my spouse, and/or on behalf of my minor child/ward, and each of our heirs, assigns, next of kin, personal representatives and estate, and all other persons and entities who could in any way represent me or them or act on my or their behalf, I agree to the following:

Assumption and Acknowledgement of Risk. I acknowledge, agree and represent that I understand the dangerous nature of the ACTIVITIES and that my minor child/ward (if signing on behalf of minor child/ward) and I (if signing waiver for myself) is qualified, in good health, and in proper physical condition to participate in such ACTIVITIES. I acknowledge that the ACTIVITIES entail known, unknown and unanticipated risks, seen and unseen, which could result in physical or emotional injury, paralysis, death, or damage to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the ACTIVITIES. On behalf of my minor child/ward and myself, I agree to assume all risk and bear full responsibility for any injury or damage my minor child/ward or I may suffer while participating in the ACTIVITIES.

Release of Liability and Promise Not to Sue. Despite all known and unknown risks, I hereby expressly and voluntarily RELEASE, COVENANT NOT TO SUE and FOREVER DISCHARGE (personally and on behalf of my spouse and/or minor child/ward) LAUNCHING PAD and agree to hold it harmless from all manner of action and actions or omission(s), cause and cause of action, suits, debts, sums of money, accounts, contracts, agreement, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by LAUNCHING PAD, whether the action arises out of any damage, loss, personal injury, or death to me, my spouse and/or minor child/ward, while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability and Covenant Not to Sue, is effective and valid regardless of whether the damage, loss, personal injury or death is a result of any act or omission on the part of LAUNCHING PAD.

Indemnification. I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by LAUNCHING PAD, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments LAUNCHING PAD incurs in the event that I, my spouse and/or minor child/ward cause any injury, damage and/or harm to LAUNCHING PAD and/or any and all other persons and entities acting in any capacity on behalf of LAUNCHING PAD. I further agree that if I, my spouse and/or minor child/ward or anyone acting on my or their behalf makes a claim against LAUNCHING PAD, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS LAUNCHING PAD from any litigation expenses, attorneys' fees, loss, liability, costs, damages or expenses which may result from such claim.

Venue. In the event a lawsuit is filed against LAUNCHING PAD, I agree to the sole and exclusive venue of the Commonwealth of Virginia, County of Roanoke. I further agree that the substantive law of Virginia shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

Other Agreements. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child/ward visits LAUNCHING PAD; provided, however, that a minor child/ward will need to execute his own agreement upon reaching the age of 18. I hereby grant LAUNCHING PAD on behalf of myself, my spouse and/or minor child/ward the right to photograph and/or record me, my spouse and/or child/ward in connection with LAUNCHING PAD and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration and without compensation of any kind to me, my spouse and/or my minor child/ward.

By signing this document, I understand that I may be found by a court of law to have forever waived my, my spouse's and/or my child's/ward's rights to maintain any action against LAUNCHING PAD on the basis of any claim from which I have released LAUNCHING PAD herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

You MUST be at least 18 years old to sign your own waiver

You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)

Enter Adult Full Name and Date of Birth

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Street Address: _____

Email: _____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

We reserve the right to review your license and/or other forms of ID to verify identity and age. This waiver is good for one day only.