



Conditional Access Agreement, Pre-Injury Waiver of Liability, and Agreement to Indemnity, Waiver of Trial, and Agreement to Arbitrate (The Agreement) – Sky Zone Ocean Township

Please print and fill out highlighted areas completely or complete electronically at www.skyzone.com/oceantownship

Must be completed for participants under the age of 18 (Print up to three names/birthdates below of children of the SAME parent or legal guardian):

Participant 1: Print First Name	Print Last Name	Birthdate
Participant 2: Print First Name	Print Last Name	Birthdate
Participant 3: Print First Name	Print Last Name	Birthdate

In consideration and as a condition for gaining access to Seaview Square Mall 2355 State Highway 66 Ocean Township, NJ 07712, (the "Location") and allowing my participation in or viewing of trampoline games or activities and engaging the services of MBG Monmouth, LLC, any other person or entity within the state of New Jersey, d/b/a Sky Zone Indoor Trampoline Park, RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as "SZITP"), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

_____ (Initial Here) I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed in this Agreement. Henceforth, except for the age limitation in the Waiver of Liability, and Agreement to Indemnity section below, the terms "I," "my," "me," and "myself" shall refer to myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers.

_____ (Initial Here) I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms. I understand that this Agreement waives certain rights that I have in exchange for permission to gain access to the Location. I agree and acknowledge that the rights I am waiving in exchange for permission to gain access to the Location include but may not be limited to the following:

- (a) the right to sue SZITP in a court of law;
- (b) the right to a trial by judge or jury;
- (c) the right to claim money from SZITP for accidents causing injury within the scope of the risk assumed by myself;
- (d) the right to claim money from SZITP for accidents causing injury unless SZITP committed acts of gross negligence or willful and wanton misconduct; and
- (e) the right to file a claim against SZITP if I wait more than one year from of the date of this Agreement.

Assumption of Risk Acknowledgment

_____ (Initial Here) I acknowledge that my participation in SZITP trampoline games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks posed by my participation in or viewing of SZITP trampoline games or activities.

My participation in this activity is purely voluntary and I elect to participate in spite of the risks. If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I certify that I am physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

I acknowledge that I have read and understand the rules posted and/or displayed at the Location, (the "SZITP Rules") governing my participation in any activities. I certify that I have read and adequately explained the SZITP Rules to anyone listed in this Agreement who is unable to read the SZITP Rules. I understand that the SZITP Rules have been implemented for the safety of all guests at the Location, including myself. I acknowledge that failure to follow the rules could result in my expulsion from the Location. Notwithstanding, I understand that the trampoline games or activities are fast moving and high-energy activities. I, therefore, understand and acknowledge that the posting and/or displaying of the SZITP Rules is not a guarantee that other guests will follow the SZITP Rules. I understand and acknowledge that due to the fast moving and high-energy nature of the trampoline games or activities, I am assuming the risk of injury should myself or another guest fail to follow the SZITP Rules.

Waiver of Trial, and Agreement to Arbitrate

_____ (Initial Here) **IF I AM INJURED AND WANT TO MAKE A CLAIM AND/OR IF THERE ARE ANY DISPUTES REGARDING THIS AGREEMENT, I HEREBY WAIVE ANY RIGHT I HAVE TO A TRIAL IN A COURT OF LAW BEFORE A JUDGE AND JURY. I AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS AGREEMENT AND WILL BE DETERMINED BY BINDING ARBITRATION BEFORE ONE ARBITRATOR TO BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES.** I further agree that the arbitration will take place solely in the state of New Jersey and that the substantive law of New Jersey shall apply. I acknowledge that if I want to make a claim against SZITP, I must file a demand before JAMS www.jamsadr.com.

To the extent that any claim I have against SZITP has not been released or waived by this Agreement, I acknowledge that I have agreed that my sole remedy is to arbitration such claim, and that such claim may only be brought against SZITP in accordance with the above Waiver of Trial, and Agreement to Arbitrate.

If, despite my express agreement to arbitrate any claims of injury and/or disputes regarding this agreement, I file or otherwise initiate a lawsuit against SZITP, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to SZITP. Should I fail to pay this liquidated damages

amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

Pre-Injury Waiver of Liability, and Agreement to Indemnity

(Initial Here) The following Waiver of Liability, and Agreement to Indemnity shall apply to any persons eighteen (18) years-old or older. **I UNDERSTAND AND AGREE THAT SZITP WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AM INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF SZITP.** In consideration and as a condition of SZITP allowing my participation in or viewing of trampoline games or activities, I agree to hold harmless, release and discharge SZITP of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SZITP's ordinary negligence: and I further agree that except in the event of SZITP's gross negligence or willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against SZITP for any economic and non-economic losses due to bodily injury, death, property damage sustained by myself that are in any way associated with (a) SZITP trampoline games or activities, (b) use of all amenities and equipment at the Location and/or participation in any activity, party, class, program, personal training and/or instruction, (c) the sudden and unforeseen malfunctioning of any amenities and equipment, (d) SZITP's instruction, training, supervision, enforcement of SZITP Rules, or recommendations, to or of any persons on the premises, including myself, any invitees at the Location, other guests, other participants, and SZITP employees and agents, (e) SZITP's failure to provide instruction, training, supervision, enforcement of SZITP Rules, or recommendations, to or of any persons on the premises, including myself, any invitees at the Location, other guests, other participants, and SZITP employees and agents, (f) the design, construction, and/or maintenance of SZITP trampoline games, activities, amenities and/or equipment, and (g) slipping and/or falling while at the Location, or on the Location premises, including adjacent sidewalks and parking areas.

Should SZITP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Waiver of Liability, and Agreement to Indemnity, I agree to indemnify and hold them harmless for all such fees and costs. I acknowledge that I have carefully read this Waiver of Liability, and Agreement to Indemnity and fully understand that it is a release of liability. I expressly agree to release and discharge SZITP, and all affiliates, employees, agents, representatives successors, or assigns, from any and all claims or causes of action and agree to voluntarily give up or waive any right to bring a claim against SZITP for personal injury or property damage to the extend outlined above.

Video, Photographs and Promotional Materials

(Initial Here) I further grant SZITP the right, without reservation or limitation, to videotape, and/or record me on closed circuit television. I further grant SZITP the right, without reservation or limitation, to photograph, videotape, and/or record me and to use my name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from Sky Zone at any time.

Severability

(Initial Here) I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

X

Parent/Legal Guardian/Participant' Signature (if 18 or older)

Date:

Parent/Guardian/Participant (if over 18): Print First Name		Print Last Name		Birth date	
Print Street Address		Apt. #	Print City		Print State
Cell Phone	Emergency Contact Number			Email	

Check box if you would not like to receive free email promotions and discounts to the email address provided above, I may unsubscribe from emails at any time.

Waiver accepted by _____ (SZITP Employee)