

## Xtreme Adventures

### Xtreme JUMP Customer Release of Liability and Assumption of Risk

In consideration of being permitted by Bodies in Motion, Inc. D.B.A. Xtreme Adventures (herein after collectively referred to as "Xtreme Adventures") to participate in its activities and to use its Trampoline, equipment, Lazer Tag and any and all other amusement activities within facility. I hereby agree to **release, indemnify and discharge** Xtreme Adventures, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Xtreme Adventures trampoline games entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, 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:** Trampoline entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampoline exposes 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 and ankles, and can suffer more serious injuries such as loss of balance, fatigue, dizziness, paralysis, quadriplegia, death, and/or physical and/or emotional injuries, including, but not limited to, sprains, strains, contusions, abrasions, fractures, scrapes, bumps, bruises, cuts, lacerations, soft tissue damage, dislocations, pinched fingers and/or nerves, and/or serious, crippling and/or disabling injuries to the face, arms, hands, legs, feet, head, back, shoulders, spine, spinal cord, neck, internal body parts and/or any other body parts. Traveling to and from trampoline location raises the possibility of any manner of transportation accidents. 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. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, Xtreme Adventures employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that Xtreme Adventures employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. 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.

**3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Xtreme Adventures equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**

4. Should Xtreme Adventures or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

**5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.**

6. In the event that I file a lawsuit against Xtreme Adventures, I agree to do so solely in the Pasco County, Florida and I further agree that the Substantive law of Florida shall apply in that action without regard to the conflict of the law rules of that state. 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.

7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at Xtreme Adventures, grant Xtreme Adventures, its parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with Xtreme Adventures to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to Xtreme Adventures.

**8. I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**

**9. I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless Xtreme Adventures from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against Xtreme Adventures or any RELEASED PARTIES 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.

**Under 18 helmets are required. 18 or older helmets are recommended, if you choose to decline the use of a helmet please initial here**

**Print Name of Participant:** \_\_\_\_\_ **DOB (MM/YY)** |\_\_|/|\_\_|/|\_\_|

**Signature:** \_\_\_\_\_

**A driver's license number is required for proof of age.**

**Driver's License #** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Email address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Emergency Contact Name/Phone:** \_\_\_\_\_ **Relation:** \_\_\_\_\_

IF THE PARTICIPANT IS A MINOR READ and COMPLETE PAGE 2

**ADDITIONAL MINOR'S RELEASE/WAIVER - PARENT OR GUARDIAN'S ADDITIONAL  
RELEASE/WAIVER (Applicable to all participants under the age of 18)**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN  
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE  
AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY  
DANGEROUS ACTIVITY. YOU ARE AGREEING  
THAT, EVEN IF XTREME ADVENTURES USES REASONABLE CARE IN  
PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE  
SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY  
BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY  
WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS  
FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT  
TO RECOVER FROM XTREME ADVENTURES IN A LAWSUIT FOR ANY  
PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY  
PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A  
NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE  
TO SIGN THIS FORM, AND XTREME ADVENTURES HAS THE RIGHT TO  
REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS  
FORM. Source: (Section 744.301, Florida Statutes)**

In addition to the terms, conditions, and acknowledgments contained in the above **PERPETUAL PARTICIPANT AGREEMENT, RELEASE/WAIVER AND ASSUMPTION OF RISK**, and in consideration of the below printed Minor being permitted by XTREME ADVENTURES to participate in its activities and to use its equipment and facilities, I further agree to perpetually release, indemnify, and hold harmless XTREME ADVENTURES and its agents and employees from any and all claims which are brought by, or on behalf of Minor, and are in any way connected to Minor's use of XTREME ADVENTURES's premises, or participation in XTREME ADVENTURES activities, **including any such claims caused by, or alleged to be caused by, negligent acts or omissions of XTREME ADVENTURES.**

**ALL MINORS ARE REQUIRED TO WEAR A PROTECTIVE HELMET. NO EXCEPTIONS.**

Signature of Parent/Legal Guardian: \_\_\_\_\_ DOB (MM/YY) |\_\_/\_|

Print Name \_\_\_\_\_

**If you do not intend to accompany your minor at Xtreme Adventures, a driver's license number is required for identification.**

Driver's License # \_\_\_\_\_

Relationship to Participant(s): \_\_\_\_\_ (father, mother, legal guardian etc.)

Today's Date: \_\_\_\_\_

Minor Name: \_\_\_\_\_ DOB (MM/YY) |\_\_/\_|

Minor Name: \_\_\_\_\_ DOB (MM /Y Y) |\_\_/\_|

Minor Name: \_\_\_\_\_ DOB (MM /Y Y) |\_\_/\_|

Minor Name: \_\_\_\_\_ DOB (MM /Y Y) |\_\_/\_|