



Participant Agreement, Release and Assumption of Risk (The Agreement) – Sky Zone Charleston

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

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 for gaining access to 411 Wando Park Blvd Mt Pleasant, SC 29464, (the "Location") and engaging the services of BDLS Group, LLC, or any other location within the state of South Carolina, 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) **IF THERE ARE ANY DISPUTES REGARDING THIS AGREEMENT, I ON BEHALF OF MYSELF AND/OR MY CHILD(REN) AGREE THAT THE DISPUTE 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 SOUTH CAROLINA AND THAT THE SUBSTANTIVE LAW OF SOUTH CAROLINA SHALL APPLY. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD(REN) MAY HAVE TO A TRIAL. I AGREE THAT SUCH DISPUTE SHALL BE BROUGHT WITHIN ONE YEAR OF THE DATE OF THIS AGREEMENT.**

____ (Initial Here) In consideration of SZITP allowing my participation in trampoline games or activities, I FOR MYSELF AND ON BEHALF OF MY CHILD(REN) AND/OR LEGAL WARD, HEIRS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, OR ASSIGNS, DO 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, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that except in the event of SZITP's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against SZITP for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with SZITP trampoline games or activities. Should SZITP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

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 my child(ren), 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, known and unknown, existing in this activity. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate with full knowledge of the potential risks, both known and unknown.

If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) 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 UNDERSTAND AND AGREE THAT SZITP WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF SZITP.

I certify that I and/or my child(ren) are 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 and/or my child(ren) may have. I acknowledge that I have read the rules, (the "SZITP Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the SZITP Rules to the child(ren) listed in this waiver. I understand that the SZITP Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location.

____ (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.

If, despite the representations made in this agreement, I or anyone on behalf of myself, the above-referenced participants, and/or my child(ren) file or otherwise initiate a lawsuit against SZITP, whether to dispute or enforce the terms of this Agreement or to declare rights hereunder or for any other reason, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the judge, court, arbitrator, or arbitration panel having jurisdiction over the matter.

I further grant SZITP the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television.

I further grant SZITP the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)'s 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I have waived my right to maintain a lawsuit against SZITP on the basis of any claim from which I have released them herein as well as any claim of any kind of nature arising out of SZITP games or activities, absent gross negligence on the part of SZITP. 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 further certify that I am either eighteen (18) years or older, or 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 above.

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	ZIP	
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)