



PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK (THE AGREEMENT) – DEFY GRAVITY INTERACTIVE FUNPARK

Must be completed for participants under the age of 19 (Up to three names/birthdates below of children of the SAME parent/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

I UNDERSTAND AND AGREE THAT:

1. My participation in Defy Gravity's trampoline games and activities entail known and unanticipated risks which may include but are not limited to **physical** or **emotional** injury, cuts, bruises, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, or third parties including the entire property. Such risks of injuries cannot be eliminated without jeopardizing the essential qualities of the activity.
2. Participants will be flipping, running, jumping, bouncing off walls, and double bouncing (more than one person per trampoline causing a rebound effect). These activities are dangerous and can cause participants to fall off equipment, collide with each other, and fall on each other.
3. In consideration for gaining access to Defy Gravity, I expressly agree and promise to **accept** and **assume** all risks existing in this activity. My participation is purely voluntary and I elect to participate despite these risks.
4. I have read Defy Gravity's posted rules and regulations governing the use of all Defy Gravity's equipment and facilities. I agree that I will comply fully with these rules, participate at my own pace and at my own risk, use good judgment and not overextend myself, and follow all instructions concerning the use of equipment and facilities. If I have any questions regarding the use of Defy Gravity's equipment or facilities, I will consult a Defy Gravity employee. I have explained the rules to the child(ren) listed in this agreement.
5. I am fully aware of the risk and I am physically able to be fully involved in these activities without aid or assistance and I assume the risks of any medical or physical condition I may have. I further confirm that I have specific insurance to cover any injuries that I and/or my child(ren) may sustain or cause to others and that I have read and fully understand the terms of this agreement.

RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK:

In consideration for gaining access to 10421 Portal Rd or Defy Gravity Lincoln, NE and engaging the services of Defy Gravity, LLC or any other location within the state of Nebraska, on behalf of myself, my spouse, children, parents, heirs, assigns, personal representatives, estate, and insurers, I hereby **RELEASE, INDEMNIFY, HOLD HARMLESS, AND DISCHARGE** Defy Gravity, LLC, d/b/a Defy Gravity Interactive Funpark, Trampoline Ninja, LLC, or Prismatic Explosion, 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 "DG"), I hereby **VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** DG from any and all **CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS, AND EXPENSES** (including legal fees and expenses) **ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM MY AND/OR MY CHILD(REN)'S PARTICIPATION IN DG ACTIVITIES AND USE OF DG'S EQUIPMENT OR FACILITIES** including, but not limited to, any such claims based upon damages caused or alleged to have been caused in whole or in part by the **NEGLIGENT ACTS OR OMISSIONS OF DG**. In the event I file a lawsuit against DG, I agree to do so solely in the state of Nebraska, and I further agree that the substantive law of Nebraska shall apply in that action and without regard to the conflict of law rules of that state. This agreement is intended to be as broad and inclusive as is permitted by Nebraska law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ARBITRATION AGREEMENT:

If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and 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 Nebraska and that the substantive law of Nebraska will apply.

LIQUIDATED DAMAGES:

If despite, the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against DG, in addition to my agreement to defend and indemnify DG, I agree to pay \$5000 to DG. I further grant DG the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television. I further grant DG 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 Defy Gravity at any time.

I, the undersigned, agree that the activities offered by this interactive fun and trampoline park are at my own risk and that I sign this Participation Agreement, Release, and Assumption of Risk knowing that I give up any right to compensation or legal action if I and/or my child(ren) is injured. I have had sufficient opportunity to read this entire document. I understand this Agreement is voluntarily agree to be bound by its terms.

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 above.

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			

PARENT/LEGAL GUARDIAN/PARTICIPANT' SIGNATURE (IF 19 OR OLDER)

DATE