



## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

### **This Agreement Limits Our Liability In Case of Injury**

#### **Please Read This Agreement**

In consideration of being permitted by any SHOCKWAVE entity, hereinafter referred to as "SHOCKWAVE, to participate in its activities and to use its equipment and facilities, I hereby agree to release, indemnify and discharge SHOCKWAVE, LLC, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, as follows:

1. **Risks.** I acknowledge and agree that my participation in SHOCKWAVE trampoline games, and other facility activities, 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, the usual risk of cuts and bruises, and more serious risks, as well. Participants often fall off equipment, sprain or break wrists and ankles, and can even suffer more serious injuries. By way of example only, without excluding other known and unknown specific risks, 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 inherently dangerous, and can cause serious injury and must be done at the participants own risk. Similar risks are also inherent in using the Air Bag and other equipment. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, SHOCKWAVE employees are well trained, and have a sincere desire to do their utmost to help provide a safe and comfortable environment for our customers. As hard as they try, they have difficult jobs to perform, and 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 may become loose, out of adjustment, or malfunction. There is also a risk that SHOCKWAVE 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. **Assume All Risks.** 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. **This Release Is Voluntary.** I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASEES from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities, or my use of SHOCKWAVE'S equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASEES.

4. **Attorney Fees.** Should any SHOCKWAVE entity, 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. **Insurance.** I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, and 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. **Waiver Of Right To Sue.** 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 SHOCKWAVE or any RELEASEES, 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.

7. **Arbitration.** I understand and acknowledge that in executing this Agreement I will have given up my right to commence any litigation to recover monetary damages. However, if there is any dispute that does not fall under the terms of this Agreement or involves its interpretation or the obligations of a party thereto, those issues shall be determined by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, before a single arbitrator.



8. **Jurisdiction.** I understand and acknowledge that in executing this Agreement I will have given up my right to commence any litigation to recover monetary damages. However, in the event that I do file such a lawsuit against SHOCKWAVE, I agree to do so solely in the state of Nevada and I further agree that the substantive law of Nevada 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.

9. **Liquidated Damages.** I understand and acknowledge that in executing this Agreement I will have given up my right to commence any litigation to recover monetary damages. If, despite my express agreement to forbear litigation and fail to arbitrate any claims of injury and/or disputes regarding this agreement, I file or otherwise initiate a lawsuit against SHOCKWAVE, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to SHOCKWAVE. 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.

10. **Right to Photograph.** I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at SHOCKWAVE, grant SHOCKWAVE, 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

SHOCKWAVE, 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 SHOCKWAVE.

11. **Minor.** 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. I further agree that if the participant is a minor, I agree to defend, indemnify and hold harmless SHOCKWAVE 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 RELEASEES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

**THIS WAIVER IS VALID FOR ONLY ONE (1) DAY OF JUMPING  
A NEW PAPER WAIVER WILL BE REQUIRED EVERY TIME YOU JUMP  
YOU MAY SIGN AN ELECTRONIC WAIVER HERE:  
<https://shockwave.active8pos.com/public/waiver?loc=anchorage>  
ELECTRONIC WAIVERS ARE VALID FOR MULTIPLE VISITS**

Name of Participant: \_\_\_\_\_

Birthdate of Participant: \_\_\_\_\_

If participant is under 18, a parent or guardian's information must be provided, and the parent or guardian must sign this form.

Name of Parent/Guardian: \_\_\_\_\_

Birthdate of Parent/Guardian: \_\_\_\_\_

Contact Information:

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature:

Date:

\_\_\_\_\_

A Parent or Guardian must sign on behalf of any participant under the age of 18