

CONDITIONS OF ENTRY - WAIVER

QLTSA Participant Agreement, Release and Assumption of Risk (The Agreement) – Quantum Leap Trampoline Sports Arena Conditions of Entry RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK AGREEMENT (“Release” AND/OR “Waiver”)

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: First Name: _____ Last Name: _____ Birthdate: _____

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For consideration for gaining access to 117 E. King Street, Johnson City, TN (the “Location”) and engaging the services of Bolton Ventures, LLC, d/b/a Quantum Leap Trampoline Sports Arena, or any other location in the state of Tennessee, Bolton Ventures, 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 “QLTSA”), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

_____ I acknowledge that my or my child(ren)’s use of QLTSA’s facilities or participation in QLTSA trampoline games or activities (“the Activity”) 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 existing in the Activity. My and/or my child(ren)’s participation in the Activity is purely voluntary and I elect to participate, or allow my child(ren) to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I and/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 QLTSA WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD(REN) ARE INJURED. In consideration of QLTSA 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 QLTSA of and from all claims, demands, causes of action, legal liability, and injuries, including death, whether the same be known or unknown, anticipated or unanticipated, due to QLTSA’s negligence. I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree I shall not bring any claims, demands, legal actions, and causes of action against QLTSA for any economic and 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 the Activity. Should QLTSA 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 certify that I and/or my child(ren) 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 the rules, (the “QLTSA Rules”) governing my and/or my child(ren)’s participation in any activities at the Location. I certify that I have explained the QLTSA Rules to the child(ren) listed in this waiver. I understand that the QLTSA 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. 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 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 Tennessee and that the substantive law of Tennessee shall apply. 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 QLTSA, in addition to my agreement to defend and indemnify QLTSA, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to QLTSA. I agree that, in the absence of liquidated damages, the injury caused by a breach of this provision is difficult to estimate. Additionally, the specified liquidated damages is not a penalty, and \$5,000 is a reasonable pre-estimate of probable loss. Should I fail to pay the 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.

_____ I further grant QLTSA the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television. I further grant QLTSA 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 Quantum Leap Trampoline Sports Arena at any time.

_____ I further certify that I am the parent or legal guardian of the Participant(s) listed 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 Participant(s) listed above.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against QLTSA and/or Bolton Ventures, LLC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.

Participant’ Signature (if 18 or older): _____ Today’s Date: _____

Parent or Guardian’s Signature (If Participant is under age 18): _____

First Name: _____ Last Name: _____ Birth date: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email: _____