



PHOENIX TRAMPOLINE FUN CENTERS, LLC d/b/a ATOMIC TRAMPOLINE FUN CENTER

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT**

**THIS IS A BINDING LEGAL DOCUMENT. PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY AND CHECK EACH BOX AS YOU READ AND AGREE TO EACH SECTION OF THIS AGREEMENT.**

**BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND CHILD(REN) AND WARD(S) TO SUE PTFC (as defined in the paragraph below) FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF PTFC. Initials: \_\_\_\_\_**

---

In consideration of being permitted to use the facility known as Atomic Trampoline Fun Center, located at the Village at Leesburg Town Center, Leesburg, Virginia (the "Facility") and engaging the services of Phoenix Trampoline Fun Centers, LLC at the Facility, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, I hereby release, indemnify, hold harmless, and discharge Phoenix Trampoline Fun Centers, LLC and Phoenix Trampoline Park Management, LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, Independent contractors, insurers, successors, assigns and all other persons or entities acting in any capacity on their behalf (collectively referred to as "PTFC"), as well as all contractors, manufacturers, suppliers and installers of the equipment, machinery and devices used in the Facility for the activities described herein as follows:

- ☐ 1. Acknowledgement of Risks. I acknowledge that my participation in trampoline games or activities including but not limited to jumping, bouncing, flipping, running, basketball, dodgeball, climbing, balancing, obstacle course, foam pit and fitness classes entails known and unanticipated risks conditions and hazards that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, fractures, scrapes, bruises, cuts, dislocations, pinched fingers, paralysis, death, or other bodily injury or property damage to myself, or to third parties, and further, that these and other injuries may be caused by equipment and apparatuses used in trampoline games and activities including, but not limited to trampoline walls, flooring, balls, springs, and other participants or myself. I understand that such risks cannot be eliminated while participating in any such activity. I expressly agree and promise to accept and assume all of the risks existing in any such activity. My participation in any such activity is purely voluntary and I elect to participate in spite of the risks. If I and/or my child(ren) and/or my ward(s) are injured, I acknowledge that I and/or my child(ren) and/or my ward(s) may require medical assistance, which I acknowledge will be at my and/or my child(ren)'s and/or my ward's own expense or the expense of my personal insurer(s). I hereby represent and affirm that I and/or my child(ren) and/or my ward(s) have adequate and appropriate insurance to provide coverage for such medical expense. **I UNDERSTAND AND AGREE THAT PTFC WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME AND/OR MY CHILD(REN) AND/OR MY WARD(S) IF I AND/OR MY CHILD(REN) AND/OR MY WARD(S) ARE INJURED.** I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless PTFC from any and all claims, demands, or causes of action, which are in any way connected with my and/or my child(ren)'s and/or my ward's participation in PTFC activities including, but not limited to, jumping, bouncing, flipping, running, basketball, dodgeball, climbing, balancing, obstacle course, foam pit and fitness classes, and/or my and/or my child(ren)'s and/or my ward's use of PTFC's equipment or facilities including, but not limited to, trampolines, walls, flooring, balls, springs, and other participants. Should PTFC become subject to any claims, demands or causes of action brought by my spouse, my ward, my children, my parents, my heirs, assigns, personal representatives, any other member of my immediate family or any

third party, which are in any way connected with my and/or my child(ren)'s and/or my ward's participation in PTFC activities including but not limited to jumping, bouncing, flipping, running, basketball, dodgeball, climbing, balancing, obstacle course, foam pit and fitness classes and/or my child(ren)'s use of PTFC's equipment or facilities including but not limited to trampolines, walls, flooring, balls, springs, and other participants, I agree to indemnify and hold harmless PTFC from such claims, demands and causes of actions. Should PTFC 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.

- ☐ 2. Fitness and Assumption of Risk. I certify that I and my child(ren) and my ward(s) are physically able to participate in all activities at the Facility without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and my child(ren) and my ward(s) may have. I acknowledge that I have read the rules, (the "PTFC Rules"), governing my and/or my child(ren)'s and/or my ward's participation. I certify that I have explained the PTFC Rules to the child(ren) and ward(s) listed in this waiver. I understand that the PTFC Rules have been implemented for the safety of all guests at the Facility, including myself and my child(ren) and my ward(s). I acknowledge that failure to follow the rules could result in the expulsion of myself and my child(ren) and my ward(s) from the Facility. 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 and my child(ren) and my ward(s) file or otherwise initiate a lawsuit against PTFC, in addition to my agreement to defend and indemnify PTFC, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to PTFC in order to compensate PTFC for damages suffered which are not easily calculable, including but not limited to, internal costs related to the arbitration, appearance costs, harm to PTFC's reputation, and negative public reflection on PTFC.

- ☐ 3. Photo and Publicity Releases. I further grant PTFC the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) and/or my ward(s) on closed circuit television without compensation to me or my child(ren).

I further grant PTFC the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and/or my ward(s) and to use my or my child(ren)'s or my ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, commercial uses, and promotional materials without compensation to me or my child(ren).

- ☐ 4. Severability, Governing Law, Venue. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. I further agree that Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. I further expressly consent and agree that jurisdiction and venue for any action concerning the enforcement, construction or interpretation of this Agreement shall be in state court in Loudoun County, Virginia.

- ☐ 5. Other Agreements. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child/ward visits the Facility; provided, however, that a minor child/ward will need to execute his own agreement upon reaching the age of 18.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any activity, I may be found by a court of law to have waived my right, my spouse's right, and the rights of any of my children or wards to maintain a lawsuit against PTFC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read and understand this entire document and consult with legal counsel. I voluntarily agree to be bound by all the terms contained herein. I acknowledge that this document may be electronically signed in accordance with applicable law, and I acknowledge the validity of the electronic signature.**

---

**Minor Participant Information (under the age of 18)**

---

<b>First Name</b>	<b>Last Name</b>	<b>Birthdate</b>
<b>First Name</b>	<b>Last Name</b>	<b>Birthdate</b>
<b>First Name</b>	<b>Last Name</b>	<b>Birthdate</b>
<b>First Name</b>	<b>Last Name</b>	<b>Birthdate</b>

BY CHECKING THE BOXES ABOVE AND BY CLICKING "I AGREE" BELOW, YOU ARE AGREEING TO ENGAGE IN, AND ALLOW YOUR MINOR CHILD(REN) AND WARD(S) LISTED ABOVE TO ENGAGE IN, A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE ALSO AGREEING THAT EVEN IF PTFC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOU, YOUR CHILD(REN) OR YOUR WARD(S) MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THIS ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. YOU ARE FURTHER GIVING UP YOUR RIGHT, AS WELL AS THE RIGHT OF YOUR SPOUSE AND ANY CHILD(REN) AND WARD(S) LISTED ABOVE, TO RECOVER FROM PTFC IN A LAWSUIT FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT MAY RESULT FROM THE RISKS THAT ARE A NATURAL PART OF THIS POTENTIALLY DANGEROUS ACTIVITY.

BY CHECKING THE BOXES ABOVE AND BY CLICKING "I AGREE" BELOW, YOU ARE FURTHER CERTIFYING THAT YOU HAVE BEEN GIVEN A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE, ON BEHALF OF YOURSELF, YOUR SPOUSE, YOUR CHILD(REN) AND YOUR WARD(S), TO BE BOUND BY THIS AGREEMENT FOR THIS VISIT AND ALL FUTURE VISTS TO THE FACILITY.

YOU HAVE THE RIGHT TO REFUSE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, BUT PTFC HAS THE RIGHT TO REFUSE TO LET YOU, YOUR CHILD(REN) OR YOUR WARD(S) UTILIZE THE FACILITIES IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT BY CLICKING "I AGREE" BELOW.

I AGREE AND WANT  
TO CONTINUE

I DO NOT AGREE - EXIT  
THIS PROCESS

IN ADDITION TO COMPLETING AND SIGNING THIS AGREEMENT ELECTRONICALLY BY CLICKING "I AGREE" ABOVE, YOU ALSO HAVE THE OPTION OF PRINTING AND SIGNING THIS AGREEMENT ON PAPER. **IN THE EVENT THAT YOU ELECT TO PRINT AND SIGN THIS AGREEMENT ON PAPER, PLEASE NOTE THAT YOU ARE AGREEING TO BE BOUND BY EACH AND EVERY PROVISION OF THIS AGREEMENT WHEN YOU SIGN IT, REGARDLESS OF WHETHER OR NOT YOU ACTUALLY CHECK EACH AND EVERY ONE OF THE BOXES ABOVE.**

ALSO IN THE EVENT THAT YOU ELECT TO PRINT AND SIGN THIS AGREEMENT ON PAPER, PLEASE DELIVER THE SIGNED AGREEMENT TO AN AUTHORIZED REPRESENTATIVE OF PTFC WHEN YOU ARRIVE AT THE TRAMPLOINE PARK. IF YOU FAIL TO PROVIDE ALL INFORMATION REQUESTED IN THIS AGREEMENT, OR IF YOU FAIL TO SIGN AND DELIVER THIS AGREEMENT TO AN AUTHORIZED REPRESENTATIVE OF PTFC WHEN YOU ARRIVE AT THE FACILITY, PTFC HAS THE RIGHT TO REFUSE TO LET YOU, YOUR CHILD(REN) OR YOUR WARD(S) UTILIZE THE FACILITIES.

**BY SIGNING BELOW, I AGREE TO BE BOUND BY EACH AND EVERY PROVISION OF THIS AGREEMENT.**

**Parent/Guardian/Participant (If over 18):**

_____ <b>First Name</b>	_____ <b>Last Name</b>	_____ <b>Birthdate</b>	
_____ <b>Street Address</b>	_____ <b>City</b>	_____ <b>State</b>	_____ <b>Zip</b>
_____ <b>Phone Number</b>	_____ <b>Emergency Contact Number</b>	_____ <b>Email Address</b>	

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

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

\_\_\_\_\_  
**Date**