



**PARTICIPANT AGREEMENT, RELEASE, WAIVER AND ASSUMPTION OF RISK
ELEVATE TRAMPOLINE PARK**

PLEASE READ THIS DOCUMENT CAREFULLY; USE OF A TRAMPOLINE PARK AND RELATED ACTIVITIES INVOLVES RISK THAT CAN RANGE FROM MINOR INJURIES SUCH AS BRUISES OR SCRAPES TO SERIOUS INJURY, DISABILITY OR DEATH.

BY SIGNING THIS DOCUMENT, YOU ARE freely GIVING UP LEGAL RIGHTS.

☐ IF A PARTICIPANT IS UNDER THE AGE OF 18, THIS WAIVER MUST BE SIGNED BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN. BY SIGNING this document AND CHOOSING TO PARTICIPATE IN THE ACTIVITIES, you agree to its terms and YOU AGREE TO give up legal rights. YOU HAVE THE OPTION TO CHOOSE NOT TO PARTICIPATE IN THE ACTIVITIES OR USE THE PREMISES

In consideration for being permitted in and on the premises of Elevate Trampoline Park and permitted to participate in the use of the trampoline equipment, obstacle course equipment, other recreational and sporting equipment, and related activities, including those activities involving low light levels and/or limited visibility and additionally including simultaneous use of the premises and apparatus described herein with third parties (collectively, "Activities") being conducted by and at Elevate Trampoline Park either during regular business hours or during private parties or special events:

ASSUMPTION OF RISK:

☐ I understand and agree for myself, my spouse or domestic/civil union partner that I and/or my child or ward will be taking part in the Activities offered by Elevate Trampoline Park and I/we do so voluntarily. I, on behalf of myself and/or my child/ward, assume all risk involved with my participation or the participation by my child/ward in the Activities, including but not limited to all risk of physical injury, emotional injury, bodily injury, death, or disability to myself and/or my child/ward that may result from participation in the Activities, or any damage, loss, or theft of any personal property which may be incurred by me and/or my child/ward. I understand that these Activities include, but are not limited to, the use of the facilities, equipment and the premises. I understand that the use of the Elevate Trampoline Park premises includes use of trampolines, obstacle course equipment, and other recreational and sporting equipment and related activities (including the Activities as described above) that have inherent risks, which include the risk of minor injuries, serious physical injury, emotional injury, bodily injury, death, and disability, or similar injuries to third parties caused by me or my child/ward's participation in the Activities. I understand these risks and (if applicable) have explained them to my child/ward. In spite of the above and clearly stated risks, I elect to participate freely and elect to allow my child/ward to participate of my own free will and accord and as such I assume all responsibility for any injury, death or disability that I or my child/ward may incur.

RELEASE OF LIABILITY:

☐ I understand and agree that I and/or my child/ward will be engaging in an inherently risky recreational activity while participating in the Activities and using the Elevate Trampoline Park premises. To the fullest extent allowed by law, I voluntarily agree on behalf of myself, my spouse or domestic/civil union partner and my child/ward and our personal representatives, successors, heirs, and assigns to hold Elevate Trampoline Park, Elevate Trampoline Park LLC, Elevate East Peoria, LLC and their affiliates, instructors, officers, directors, managers, agents, employees, designers, licensors, and members (collectively also referred to as "Elevate Trampoline Park"), as well as the landlord property owner of the Elevate Trampoline Park premises and other tenants of that premises and the owners, manufacturers and installers of the equipment comprising the Elevate Trampoline Park premises (collectively, the "Releasees") harmless from any and all liability, claims, demands, or causes of action whatsoever arising out of or relating in any way to my and/or my child's/ward's participation at the Elevate Trampoline Park premises. To the fullest extent allowed by law, I expressly and voluntarily release and forever discharge Releasees from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss, physical injury, emotional injury, bodily injury, disability, or death to me or my child/ward, while participating, or due to my or my child's/ward's participation or the participation by third parties, in any of the Activities offered at the Elevate Trampoline Park premises; including, without limitation, use of trampolines, use of the obstacle course equipment, use of other recreational and sporting equipment, participation in other related activities, receiving instruction, strenuous bodily movement, and any other activities in and around the Elevate Trampoline Park premises. To the fullest extent allowed by law, this release is valid and effective whether the injury, damage, loss, disability or death is a result of any negligent act or omission on the part of any of the Releasees, any third parties on the premises or from any other cause. This waiver and release of liability includes, without limitation, injuries, or accidents, which may occur as a result of the: (i) use or misuse of the premises in any way by anyone, (ii) instruction or supervision, or (iii) slipping, tripping and/or falling while in the premises or on the surrounding premises.

In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in the Participation and Arbitration Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ETP EAST PEORIA PARK LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER

ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

GRANT OF RIGHT TO USE LIKENESS:

☐ I further grant Elevate Trampoline Park the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

REPRESENTATIONS AND ACKNOWLEDGMENTS:

☐ (1) I will inspect the portions of the premises that I or my child/ward intend to use prior to our using and will immediately report any observable defect to Elevate Trampoline Park management. (2) I and/or my child/ward are in good physical condition; sufficient for the Activities in which we will be participating. (3) I certify that I and/or my child/ward do not have any medical condition that may preclude us from safely participating. (4) I agree on behalf of myself and my child/ward that we will follow all of the rules that are posted or provided by Elevate Trampoline Park. (5) I agree that it is my responsibility to ensure that my child/ward will follow the following requirements: (i) to exercise good judgment and act in a reasonable manner while using a trampoline court and to obey all oral or written warnings before and during participation; (ii) that I or my child/ward will meet height, weight and age restrictions imposed by Elevate Trampoline Park to participate in the Activities; (iii) not to participate in the Activities when under the influence of drugs or alcohol; and (iv) not to participate in the Activities if I or my child/ward is pregnant, has had recent surgery, has a preexisting medical condition, circulatory condition, heart or lung condition, back or neck condition or history of spine, musculoskeletal or head injuries or has high blood pressure. (6) I acknowledge that I have carefully read THE RULES POSTED OR PROVIDED TO ME, THAT I UNDERSTAND THE RISKS INHERENT IN MY AND/OR MY CHILD'S/WARD'S PARTICIPATION IN THE ACTIVITIES OR WHICH RISKS THE ORDINARY PRUDENT PERSON IS OR SHOULD BE AWARE. I FURTHER ACKNOWLEDGE THAT I HAVE CAREFULLY READ this waiver and release and fully understand that it is a release of all liability and a waiver of any right that I may have on behalf of myself and/or my child/ward to bring a legal action or assert a claim for injury, death or loss of any kind against ELEVATE TRAMPOLINE PARK. (7) Should any claim be made against the Releasees, I understand and agree that I will be responsible for all attorney's fees and defense costs incurred by the Releasees in connection with or in the defense of that claim. (8) This agreement specifically contains an indemnity agreement whereby I agree to reimburse Elevate Trampoline Park and the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to my or my child's/ward's use of the Elevate Trampoline Park premises. (9) I further understand that no person has permission to use the Elevate Trampoline Park premises without an effective and validly signed Waiver, Release and Assumption of Risk for myself and a parental/guardian signed Waiver, Release and Assumption of Risk for each child/ward participating in the Activities.

RIGHT TO DENY ENTRY:

☐ Elevate Trampoline Park maintains the right to deny any person entry and participation in their sole discretion and may deny a person entry if they believe that entry may jeopardize the safety of the person or any other patron.

GOVERNING LAW AND FORUM:

☐ Any lawsuit arising from participation in the Activities and/or use of the premises shall be brought in a court in Tazewell County, Illinois, and Illinois law shall apply.

WAIVER OF JURY TRIAL:

☐ I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I WAIVE FOR MYSELF, MY CHILD/WARD, AND OUR RESPECTIVE REPRESENTATIVES, SUCCESSORS, AGENTS AND ASSIGNS, THE RIGHT TO TRIAL BY JURY, the parties agreeing that any disputes will be resolved by a judge sitting in a court of competent jurisdiction.

Participant:

Print Name of Participant _____ Date of Birth _____

Signature of Participant if 18 or older _____ Date _____

Address _____

Phone _____ Email _____

Parent/Guardian:

Print Name of Parent/Guardian _____

Check One: ☐ Parent ☐ Guardian

Signature of Parent/Guardian _____ Date _____

Address _____

Phone _____ Email _____