

**NORTH OF THE WALL, LLC, DBA SKY ZONE WESTLAKE (“SKY ZONE”)
PARTICIPANT ARBITRATION, INDEMNIFICATION, WAIVER, GENERAL
RELEASE, AND ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”)**

I, on behalf of myself and all individuals named herein, confirm that I and all individuals named herein have reviewed this Safety Rules document and acknowledge, understand, and agree to follow the Safety Rules in place at this facility, including but are not limited to:

NO running, double bouncing, double flips, gainers, or diving.

Always BE AWARE of your surroundings, other people around you, and the condition of the equipment you are using.

Know your own physical limitations.

Observe age restrictions (6 and under) in certain areas. I, on behalf of myself and all individuals named herein, confirm that I and all individuals named herein further acknowledge and understand that a violation of the Safety Rules may contribute to and/or cause injury to myself, any or all individuals named herein, or others.

By signing below, I acknowledge and confirm, on behalf of myself and all individuals named herein, on whose behalf I am actually authorized to execute this document, that I and all individuals named herein have read or have had explained to them the above statement, and understand and agree to abide by the Safety Rules of this facility.

***** PLEASE READ THIS DOCUMENT CAREFULLY *****

NORTH OF THE WALL, LLC, DBA SKY ZONE WESTLAKE (“SKY ZONE”) PARTICIPANT ARBITRATION, INDEMNIFICATION, WAIVER, GENERAL RELEASE, AND ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”)

[CHECKBOX]**LEGAL RIGHTS:** By signing this AGREEMENT, I understand that I am waiving certain rights for myself and the minors named herein, including the right to pursue any legal action or claim.

[CHECKBOX]**AUTHORIZATION TO SIGN:** By signing this AGREEMENT, I represent, under penalty of perjury, that I am actually authorized to sign this AGREEMENT on behalf of all individuals named herein, and I am authorized to waive any rights held by those individuals to pursue a claim or legal action against SKY ZONE for any injury, including paralysis or death, caused in whole or in part by the negligence or fault of SKY ZONE, including any of its owners, affiliates, agents, employees,

insurers, vendors, and suppliers. I acknowledge and understand that SKY ZONE is relying upon this representation before allowing participants to enter and use this facility. I further understand, acknowledge, and agree that any fraudulent or inaccurate representation in this AGREEMENT may subject me to certain obligations and legal action, including but not limited to, defense and indemnification, fraud, and trespass.

[☐] **PERSONAL RESPONSIBILITY:** In order to gain access to any of the facilities at SKY ZONE's premises, including, but not limited to, the interior and exterior of the SKY ZONE building, snack bars, restrooms, party rooms, reduced/altered/theatrical/laser lighting, and special effects lighting (the "PREMISES"), and/or to participate in or use SKY ZONE's equipment, services, or activities, including but not limited to, trampolines, obstacle courses, slides, wipeout arms, foam pits, airbags, climbing walls, basketball courts, battle beams, dodgeball courts, ziplines, and arcade games (collectively, "ACTIVITIES"), I/we certify that I and all individuals named herein:

1. have no physical or mental limitations or conditions, including pregnancy, that would prohibit or impair participation in the ACTIVITIES;
2. am/are not intoxicated or taking any prescription or non-prescription drugs that would prohibit or impair participation in the ACTIVITIES;
3. am/are not participating in the ACTIVITIES against the advice of any medical professional;
4. will exercise my/our sole judgment to determine my/our levels of fitness, skill, and health to participate in ACTIVITIES;
5. will only participate in ACTIVITIES for which I/we have sufficient skill to avoid injury;
6. understand and will abide by all rules established for all ACTIVITIES, including, without limitation, all verbal instructions, Safety Rules, and posted signage at the PREMISES, and I/we have had the opportunity to ask questions;
7. acknowledge and understand that, outside of the verbal instructions, Safety Rules, and posted signage at the PREMISES, SKY ZONE does NOT provide guidance or instruction for how to use or participate in the ACTIVITIES; and
8. acknowledge and understand that I or an adult under my direction shall be responsible for closely watching and supervising all individuals named herein at all times while on the PREMISES or participating in the ACTIVITIES, and for making sure all individuals named herein are using the PREMISES and participating in the ACTIVITIES in a safe manner, and are following all rules at all times.
9. accept sole responsibility for my/our own conduct and actions, as well as the conduct and actions of all individuals named herein, while on the PREMISES or

participating in the ACTIVITIES, and I/we will not rely on the supervision and/or monitoring provided by SKY ZONE.

[CHECKBOX]RELEASE OF LIABILITY: Despite all known and unknown risks, including but not limited to, serious bodily injury, permanent disability, paralysis, and death, that may be sustained while on the PREMISES, I, on behalf of myself, and all individuals named herein, including minor children, and their respective wards, heirs, assigns, personal representatives, and estates, if any (collectively, the "RELEASORS") hereby expressly, unconditionally, and voluntarily agree to release, relinquish, waive, hold harmless, forever discharge, and covenant not to sue SKY ZONE and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, officers, directors, principals, volunteers, employees, independent contractors, insurers, facility operators, land and/or PREMISES owners, and any and all other persons and entities acting in any capacity on SKY ZONE's behalf, including suppliers, designers, installers, vendors, or manufacturers of any trampoline equipment, foam pit material, or other material or equipment at the PREMISES (collectively, the "RELEASEES"), from any and all liability for any causes of action, suits, sums of money, controversies, damages, judgments, claims, or demands, whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by the RELEASEES while the RELEASORS are on or about the PREMISES, participating in, or as a result of participating in, any of the ACTIVITIES on or about the PREMISES, and/or using any items purchased on or about the PREMISES, regardless of how any claim or accident may occur and whether the action arises out of any damage, loss, personal injury, emotional injury, or death to the RELEASORS. This release of liability is effective and valid regardless of whether the damage, loss, personal injury, emotional injury, or death is a result of any negligent act or omission by the RELEASEES. This release of liability further includes any claims for first-aid or medical treatment provided (negligently or otherwise) or failed to be provided by the RELEASEES.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY

PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

[CHECKBOX]**ASSUMPTION OF RISK:** The RELEASORS acknowledge that the RELEASORS:

1. are voluntarily participating in the ACTIVITIES, which the RELEASORS agree are dangerous, with both known and unknown inherent risks that cannot be alleviated without changing the nature of the ACTIVITIES, including the risk of serious bodily injury, permanent disability, paralysis, and death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained trampoline monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; any illness, including, but not limited to, known or unknown infectious and/or communicable diseases, epidemics, and/or pandemics, or known or unknown intentional or negligent failure to quarantine without regard to declarations made or not made by federal, state, or local authorities; colliding with fixed objects or other people; or negligence, errors, or omissions by the RELEASORS, the RELEASEES, and/or any other person or entity while on the PREMISES;
2. voluntarily assume all risks related in any way to the ACTIVITIES, including but not limited to those listed in the preceding paragraph; and
3. understand and acknowledge that SKY ZONE does not manufacture the trampolines or other equipment located at the PREMISES, SKY ZONE purchases and/or leases the trampolines and other equipment from other parties over which it does not have control, and therefore SKY ZONE shall not be held liable for any alleged defects in the trampolines or other equipment.

COVENANT NOT TO SUE: The RELEASORS agree that the RELEASORS WILL NOT SUE OR MAKE A CLAIM against the RELEASEES, expressly including the owner and operator of the PREMISES as well as the employees working at the PREMISES for damages or other losses sustained as a result of my or the minor(s) identified below, participating in the ACTIVITIES.

[CHECKBOX]**DEFENSE AND INDEMNIFICATION:** The RELEASORS hereby agree to defend, indemnify, and hold harmless the RELEASEES from and against any and all losses or liability, claims, obligations, costs, damages, and/or expenses, including attorneys' fees, arising out of access to or use of the PREMISES and/or participation in or use of ACTIVITIES, including, but not limited to, any losses injury, damages or claims caused by, resulting from, or relating to the sole negligence or fault of

RELEASEES, any losses, injury, damages or claims caused by, resulting from or related to in any way the negligence or fault of any RELEASORS, or any losses, damages or claims caused by, resulting from or related to in any way any signatory to this AGREEMENT wrongfully representing the signatory's authority to sign this AGREEMENT. The scope of this Defense and Indemnification provision includes, but is not limited to, any actions or suits brought by or on behalf of a minor named herein. Indemnification herein includes any and all attorneys' fees, costs, damages, and/or judgments incurred.

☐ **LIABILITY FOR PROPERTY:** The RELEASORS agree that the RELEASEES are not liable for any personal property that is damaged, lost, or stolen while on or about the PREMISES, including, but not limited to, a vehicle or its contents, or any property in a locker, whether or not the RELEASEES were negligent

☐ **PHOTOGRAPHY/VIDEO RELEASE:** By entering the PREMISES, the RELEASORS acknowledge that the RELEASORS and all individuals named herein, including minor children, hereby grant to SKY ZONE the irrevocable right and permission to photograph and/or record video of RELEASORS on the PREMISES and to use all such photographs and/or recordings for any lawful purpose, including, without limitation, for advertising, promotional, and other commercial purposes, in any manner, and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. The RELEASORS waive any right to inspect or approve the use of any photograph and/or recording, and the RELEASORS acknowledge and agree that the rights granted by this release are without compensation of any kind.

☐ **PRIVACY:** Please be aware that SKY ZONE and its agents may collect, use, share, and secure information as part of your agreement to participate in ACTIVITIES on the PREMISES. Please read our privacy policy at <https://www.skyzone.com/privacy-policy> for more information about how the RELEASEES collect, use, and disclose information about RELEASORS. By signing herein, the RELEASORS understand and agree to SKY ZONE's privacy policy and the use of the RELEASORS' personal information.

☐ **TERMS OF AGREEMENT AND SEVERABILITY:** The RELEASORS understand that this AGREEMENT extends forever into the future and will have full force and legal effect each and every time any of the RELEASORS visit the PREMISES, whether at the current location or any other SKY ZONE location or facility in the State of Ohio, or any of its subsidiary or affiliates' locations or facilities. The RELEASORS agree and understand that this AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of Ohio and that if any portion thereof is held invalid or unenforceable, that invalidity or unenforceability does not affect the

other provisions of this AGREEMENT, which shall continue in full legal force and effect.

☐ **ARBITRATION AND VENUE:** Any and all disputes or claims arising out of or relating to this Agreement, a breach thereof, the premises, facilities, Activities, property damage (real or personal), personal injury (including death), or the scope, interpretation, arbitrability, or validity of this AGREEMENT, including this arbitration agreement, shall be brought by the parties only in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled and finally resolved exclusively by binding, confidential, and private arbitration before a single arbitrator administered by JAMS pursuant to the JAMS Comprehensive Arbitration Rules and Procedures, including Rules 16.1 and 16.2 Expedited Arbitration Rules and Procedures and Rule 34 Optional Arbitration Appeal Procedure, in effect at the time the demand for arbitration is filed. The location of the arbitration shall be at a location determined by the arbitrator pursuant to Rule 19 that is within 100 miles of the PREMISES at issue, unless another location is agreed upon by all parties to the arbitration. The decision and award shall be binding upon all parties, and judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim submitted by either party, and the arbitrator shall have no authority to award punitive or exemplary damages or attorneys' fees. This AGREEMENT shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without regard to "choice of law" principles. Notwithstanding the provision with respect to the applicable substantive law, arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by the Federal Arbitration Act (9 U.S.C. §1 et seq.). If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

☐ **LET US KNOW BEFORE YOU GO:** In the event of any injury, the RELEASORS agree to alert SKY ZONE of that injury prior to leaving the PREMISES on the injury date. The RELEASORS acknowledge that the RELEASEES typically do not retain video surveillance beyond thirty (30) days.

☐ By signing this **AGREEMENT**, whether in paper or electronic format, I certify that I had a reasonable and sufficient opportunity to read and understand this entire AGREEMENT and consult with legal counsel, or have voluntarily waived the right to do so; that I am actually authorized to sign this AGREEMENT on behalf of all individuals named herein; that I understand that I may be found by a court of law to have forever waived, on behalf of all RELEASORS, claims, and rights to maintain

any legal action against the RELEASEES based on any claim, from which I have released the RELEASEES herein; and that all RELEASORS knowingly and voluntarily agree to be bound by all terms and conditions of this AGREEMENT.

An individual **MUST** have reached the age of majority in their state of residence to sign this AGREEMENT on their own behalf.

To sign this **AGREEMENT** on behalf of any individual who is under the age of majority (a minor), an adult **MUST** be the minor's parent or legal guardian or must be actually authorized to sign on the minor's behalf.

We reserve the right to review your license and/or other forms of identification to verify your identity and age.

Parent/Legal Guardian Full Legal

Name: _____

Date of Birth _____

Parent/Legal Guardian

Signature: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

Email Address: _____

Child 1: Full Legal Name _____

Child 1: Date of Birth: _____

Child 2: Full Legal Name _____

Child 2: Date of Birth: _____

Child 3: Full Legal Name _____

Child 3: Date of Birth: _____

Child 4: Full Legal Name _____

Child 4: Date of Birth: _____

Child 5: Full Legal Name _____

Child 5: Date of Birth: _____