

# SKY ZONE INDOOR TRAMPOLINE PARK

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.  
**By signing this document, you will waive certain legal rights, including the right to sue.**

INITIALS (OF PARTICIPANT  
OR PARENT / LEGAL  
GUARDIAN)

## PLEASE READ CAREFULLY!

**TO:** 2285771 Ontario Inc. (carrying on business as Sky Zone Indoor Trampoline Park), 2328544 Ontario Inc. (carrying on business as Sky Zone Toronto), RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Sky Zone"):

IN CONSIDERATION OF Sky Zone allowing the participant described below to participate in trampoline games or activities, the participant agrees as follows on behalf of themselves, their spouse, children, parents, heirs, assigns, personal representatives and estate:

1. I acknowledge that my participation in Sky Zone trampoline games or activities entails known and unanticipated 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:** cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling on each other resulting in broken bones and other serious injuries; double bouncing (more than one person per trampoline) can create a rebound effect causing serious injury; flipping, running and bouncing off the walls can cause serious injury; colliding with or being landed on by jumpers of a different size. Sky Zone employees have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. **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.**
2. If I and/or my child/ward are injured, I acknowledge that I and/or my child/ward may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. **I understand and agree that Sky Zone will not pay for any cost or expenses incurred by me if I and/or my child/ward are injured.**

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Sky Zone and to waive any and all claims, demands, or causes of action, that I have or may have in the future against Sky Zone and to release Sky Zone from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my family, heirs, assigns, personal representatives and estate may suffer as a result of my participating in Sky Zone trampoline games or activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O. 2 ON THE PART OF SKY ZONE AND FURTHER INCLUDING THE FAILURE ON THE PART OF SKY ZONE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKY ZONE TRAMPOLINE GAMES OR ACTIVITIES (HEREINAFTER REFERRED TO AS "CLAIMS").

4. I agree to hold harmless and indemnify Sky Zone from any and all liability for any property damage or personal injury to any third party resulting from my participation in Sky Zone trampoline games or activities. Furthermore, should Sky Zone or anyone acting on its behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold Sky Zone harmless from all such fees and costs.
5. **I acknowledge that I have read, viewed or heard the rules governing my participation and/or my child/ward's participation in any activity at Sky Zone (the "Sky Zone Rules").** I certify that I understand and have explained the Sky Zone Rules to my child/ward. I understand that Sky Zone Rules have been implemented for the safety of all participants at Sky Zone, including myself and/or my child/ward. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child/ward from Sky Zone.
6. 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/ward hereby waive any right I and/or my child/ward 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 pursuant to the *Arbitration Act (Ontario)*. I further agree that the arbitration will take place solely in the Province of Ontario and that the substantive law of Ontario shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child/ward file or otherwise initiate a lawsuit against Sky Zone, in addition to my agreement to defend and indemnify Sky Zone, I agree: (i) that any litigation involving the parties to this agreement shall be brought solely within the Province of Ontario and shall be governed by the laws of Ontario, and (ii) to pay Sky Zone within 60 days of initiating or filing a lawsuit against Sky Zone liquidated damages in the amount of \$5000 plus 12% interest per annum if payment is not made on time.
7. I further grant Sky Zone the right to photograph, videotape and/or record me and/or my child/ward and to use my or my child/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation.

**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. ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.**

Participant's Signature \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  Check box to sign up for free text message promotions and discounts. Standard text message rates may apply from your service provider.

### PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL AGREEMENT AND INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted to participate in Sky Zone trampoline games or activities and to use its equipment and facilities, I, the undersigned parent or legal guardian of the Minor agree on behalf of the Minor to the above assumptions of risk, release of liability and waiver of claims and to release, indemnify and hold harmless Sky Zone from any and all Claims which are brought by, or on behalf of the Minor, and which are in any way connected with such participation or use by the Minor. I further certify that I am the parent or legal guardian of the Minor 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 Minor on this agreement. I hereby give approval to the participation in Sky Zone trampoline games or activities and/or use of its equipment and facilities by the Minor.

Parent or Legal Guardian's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement accepted by \_\_\_\_\_ (Sky Zone Employee)