

Patron Agreement waiving all claims for personal injuries against REBOUNDERZ EDISON
Notice of Inherent Risks of Injuries and Acceptance of Patron Code of Responsibilities
ADULTS ONLY

IMPORTANT NOTICE: YOU ARE SIGNING A LEGAL AGREEMENT!

Read this agreement completely and do not sign it unless you understand its terms and voluntarily agree to be bound by its terms. (1) By signing this agreement, you on behalf of yourself, your spouse, your children, your family, your heirs, your assigns, your estate, your personal representatives agree to waive, hold harmless and forever discharge Edison Family Entertainment, LLC, operator of Rebounderz Edison, their franchisor(s), together with their agents, owners, officers, directors, employees, representatives, parents, affiliated entities, predecessors, successors, assigns (hereinafter collectively referred to as EFE), from any and all claims, demands, causes of actions, and legal liability for any and all harm, serious or non-serious personal injuries, death, paralysis, losses, damage, economic or non-economic losses sustained by you, based on the ordinary negligence of EFE, that are in any way associated with or related to EFE trampoline activities, ninja warrior course or other non trampoline activities, or your use of any EFE equipment, fixtures or amenities, including, but not limited to, trampolines, ninja warrior course or non trampoline equipment, or your participation in any activity, recreation, exercise, party, class, program, training or personal training on EFE's premises, or the failure of EFE to provide instruction, training, supervision or enforcement of EFE rules, or the malfunctioning of any equipment fixtures or amenities, or EFE's failure to render or secure prompt medical care for you. (2) You agree to sign this agreement in consideration for EFE granting you the license to participate in or view the trampoline, ninja warrior course, or other non-trampoline activities at EFE's facilities or use the equipment and fixtures at EFE's facilities. (3) By signing this legal agreement, you acknowledge that you have had sufficient time to read and understand the agreement, and voluntarily agree to its terms. (4) This agreement is in full force and effect on the date that you sign the agreement and on any other future date that you participate in, view or attend the trampoline, ninja warrior course or non-trampoline activities at EFE's facilities.

1. EFE TRAMPOLINE FACILITIES and ACTIVITIES HAVE INHERENT RISKS OF INJURY.

- a. You acknowledge that your participation in trampoline court activities, ninja warrior course or other activities at EFE entails challenging physical activities and exertion and known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damages to you, to property, or to third parties. You and other patrons may fall, jump, land, collide with others including staff and spectators. You understand that such risks cannot be eliminated without changing the nature of the trampoline activity and other activities that take place in the EFE facility.
- b. You will be participating with other patrons you may not know who have different levels of skills and experience. This may increase your risk of sustaining an injury. During your trampoline activity, ninja warrior course activity, rockwall activity or any other non-trampoline activities, you may unavoidably achieve body positions that result in personal injury during your participation. Those risks include among other things slipping, tripping and falling, collisions with fixed objects or people, injuries including sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the neck, back or head.
- c. You may sustain injury as a result of slipping on or striking surrounding trampoline or ninja warrior course support elements, including the floor bottom, support structures, containment walls, entering or exit riders, ride attendants or other ride components. Since the trampoline and ninja warrior course equipment contains meta fiberglass, plastic, or other hardened substances, your contact with them may also cause you to sustain serious personal injuries.

2 PATRON AGREEMENTS REGARDING EFE TRAMPOLINE AND NINJA WARRIOR COURSE ACTIVITIES/ FACILITIES.

- a. You expressly agree and promise to accept and assume all of the inherent risks existing in activities at EFE.
- b. Your participation in activities at EFE is entirely voluntary on your part and you elect to participate in spite of the known risks of injury or death that may result from your use of EFE equipment or facilities including any claims which may allege a negligent act or omission by EFE or its owners, officers, directors, managers, agents, servants or employees.
- c. You understand that this perpetual release/waiver will apply to each and every occasion that you visit an EFE facility in New Jersey.
- d. In the event that you file a lawsuit against EFE resulting from intentional conduct or gross negligence, you agree to do so in the State of New Jersey and further agree that the substantive law of New Jersey shall apply to that action without regard to the conflict of law rules of the state.
- e. You agree that if any portion of this agreement is found to be void, unenforceable, or against public policy, the remaining contract shall remain in full force and effect.
- f. You irrevocably grant EFE the right to photograph, videotape and/or record you and to use your name, face, likeness, voice, appearance in connection with exhibitions, publicity, advertising and promotional material without reservation or limitation.

3. SAFETY IS A SHARED RESPONSIBILITY: YOU AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a. You acknowledge that there are inherent risks in the participation in or on any trampoline court or ninja warrior course. Patrons of a trampoline court or ninja warrior course, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the trampoline court or ninja warrior course and to obey all oral or written warnings, or both, prior to or during participation, or both.
- b. You have a duty to not participate in or on any trampoline court or ninja warrior course when under the influence of drugs or alcohol.
- c. You have a duty to properly use all trampoline court and ninja warrior course safety equipment provided.
- d. You have a duty to not participate in or on any trampoline court or ninja warrior course if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or may be pregnant.
- e. You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f. You have a duty to avoid bodily contact with other patrons.
- g. You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in the trampoline park or ninja warrior course activity.
- h. You have a duty to avoid crowding or overloading individual sections of the trampoline court or ninja warrior course.
- I. You have a duty to use the trampoline court or ninja warrior course within your own limitations, training and acquired skills.
- j. You have a duty to avoid landing on the head or neck. Serious injuries, paralysis or death can occur when landing on the trampoline court bed or ninja warrior course padding.
- k. You also agree to follow and obey all posted and stated warnings and patron education signs.

I understand that this is the entire agreement between myself and EFE and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of EFE or by me. My signature below indicates that I have fully read this agreement, understand it and agree to be bound by its terms.

AGREED AND ACCEPTED:

Participant's Signature _____

Printed Name _____

Address of Participant _____

Date ___/___/___ Emergency Contact Name/Phone _____

CHILDREN ONLY

WAIVER OF JURY TRIAL AND AGREEMENT TO ARBITRATE CLAIM OF MINOR CHILD

PLEASE READ THIS AGREEMENT CAREFULLY. IT PROVIDES THAT IF YOUR CHILD(REN) SUSTAIN PERSONAL INJURIES OR ECONOMIC OR NON-ECONOMIC LOSS WHILE PARTICIPATING IN OR ON TRAMPOLINES, TRAMPOLINE RELATED ACTIVITIES, NINJA WARRIOR COURSE, ROCKWALLS OR OTHER DEVICES AT REBOUNDERZ EDISON, YOU AGREE THAT ANY AND ALL CLAIMS THAT YOUR CHILD MAY HAVE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO THE COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN CLASS ACTION OR SIMILAR PROCEEDINGS. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEEDINGS ARE SIMPLER AND MORE LIMITED THAN COURT PROCEEDINGS.

1. This document is a legal agreement between you and Edison Family Entertainment, LLC, operators of Rebounderz Edison, their officers, directors, franchisors, employees and agents (hereinafter EFE). In consideration and as a condition for EFE allowing your child(ren) to gain admission to Rebounderz Edison, and allowing your child(ren's) participation in or on any trampoline court or trampoline court related games and activities, you, your spouse, your children, heirs, assigns, and personal representatives, agree that if your child(ren) sustains personal injuries at Rebounderz, in the course of Trampoline court or Trampoline court related activities, including but not limited to the foam pit, you agree to waive your child's right to a Jury Trial in a Court of Law and agree instead to settle any and all disputes, statutory claims or claim for damages by Arbitration before the American Arbitration Association (AAA) or JAMS, including any claims you assert against any franchisor(s) of the Rebounderz franchise system, including any of its predecessors, successors, assigns, affiliated entities, or any of the respective entities' employees, agents, representatives, owners, members, directors, or officers. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows: American Arbitration Association, 800-778-7879 (toll free) website: www.ADR.org.
2. The AAA is an independent agency which resolves disputes fairly and without favoritism. The rules in Arbitration are different than in a lawsuit. There is no judge or jury in an Arbitration proceeding as there is in a Court of Law, and review is limited. But an arbitrator can award the same damages and relief, or rule in favor of EFE, as a Court of Law would. The address of the AAA is 220 Davidson Avenue, Somerset, New Jersey, 08873. You agree that any and all disputes and claims against EFE will be decided by the AAA. You are not required to hire a lawyer to make your claim and you can prosecute this case yourself. If you hire your own lawyer, you must pay your own lawyer.
3. You acknowledge that your child's participation in or on any trampoline court or trampoline court games and related activities may involve known inherent and unanticipated risks that could result in physical or emotional injury including, but not limited to, broken bones, sprains or torn ligaments, paralysis, death or other bodily injury or property damage to others. You understand that such risks cannot be eliminated without jeopardizing or changing the essential qualities of the activity.
4. You acknowledge that there are inherent risks in the participation in or on any trampoline court or trampoline games and related activity. Your child(ren) by participation, accept the risks inherent in such participation and agree to obey all oral or written warnings and instructions, or both, prior to or during participation.

5. Here are the legal rights that you are giving up on behalf of your child(ren) when you sign this legal document:
 - a. You give up your child(ren)'s right to sue EFE or its agents or employees, in a Court of Law.
 - b. You give up your child(ren)'s right to a trial by jury or by a judge sitting without a jury in a Court of Law.
 - c. You give up your child(ren)'s right to claim economic or non-economic loss or damages from EFE unless EFE or its agents or employees committed acts of gross negligence or willful and wanton misconduct.
 - d. You give up the right on behalf of your child(ren) to recover damages to punish or make an example of Rebounderz.
 - e. To the extent that any claim that your child may have against EFE has not been released or waived by this agreement, including any statutory claim, you acknowledge that you have agreed that your child's sole remedy is to arbitrate such claim and that such claim may only be brought against EFE in accordance with the above Waiver of Trial and Agreement to Arbitrate.

6. You certify that you are the parent or legal guardian of the child(ren) listed below on this Agreement or that you have been granted Power of Attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed in this Agreement.

7. You further certify that you have had sufficient opportunity to read this entire document. You understand this is a Legal Agreement and you voluntarily agree to be bound by its terms and to bind your child(ren) to its terms.

8. You agree and understand that this waiver of jury trial and agreement to arbitrate will remain in full force and effect on each and every occasion that your child(ren) visit EFE at any location.

9. You agree that if any section or paragraph of this agreement is declared void or unenforceable, the remaining sections and paragraphs will remain in full force and effect.

Names/Ages of Minor

Child(ren):

Signature of Parent or Guardian: _____

Date: _____

Phone: _____

Parent or legal guardian's Driver's License: _____

Your Address: _____
