

SAROHOO ENTERPRISES, LLC – ALTITUDE TRAMPOLINE PARK
PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK

PARTICIPATION IN TRAMPOLINE COURT AND OBSTACLE COURSE ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK, AND NECK.

In consideration of the services provided by SAROHOO ENTERPRISES, LLC a Texas limited liability company, who is the owner and operator of ALTITUDE TRAMPOLINE PARK (the "Park") and my desire to spectate and/or participate in the activities and services provided by SAROHOO ENTERPRISES, LLC at the Park today and in the future (*SAROHOO ENTERPRISES, LLC and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as "SAROHOO ENTERPRISES"*):

I, _____ (*print name*), on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

- (a) agree to use the Park and its facilities in a safe and responsible manner;
- (b) agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others (ii) my failure or refusal to abide by those rules, instructions, and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Park employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- (c) agree to fully and forever waive, release and discharge SAROHOO ENTERPRISES from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive) liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on the account of, or in any way arise out of or in connection with: (a) my activities within the Park; (b) the activities within the Park by others; (c) the operation of the Park by SAROHOO ENTERPRISES; (d) my use of any and all Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, SAROHOO ENTERPRISES, or a third party;
- (d) agree to indemnify and hold SAROHOO ENTERPRISES harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park;
- (e) agree to accept and assume all of the risks which accompany the Park's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;
- (f) fully understand that participating in the activities within the park involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park; and (iii) will not use the Park and its facilities while under the influence of any drugs, alcohol, or medications that may impair my physical abilities or judgment;
- (g) certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others; and,
- (h) authorize SAROHOO ENTERPRISES, and its successors to capture my image, likeness and sounds in photographs, videotapes, recordings or other forms of media ("images"). I acknowledge that SAROHOO ENTERPRISES will own such Images and I grant permissions, without compensation, for SAROHOO ENTERPRISES, or any affiliated party of the ALTITUDE TRAMPOLINE PARK brand, to copyright, display, publish, distribute, use, modify and print such Images in any lawful manner, including without limitation, in publications, advertisements, brochures, web sites, social media and other electronic displays and transmissions thereof. The foregoing authorization shall not include using my name with any Image, unless I agree otherwise in writing.

I agree that any legal proceedings shall be filed solely in the state of Texas and I further agree that the substantive law of Texas shall apply in that action without regard to the conflict or law rules of that state. 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SAROHO ENTERPRISES on the basis of any claim from which I have released them herein. 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.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: _____, 20____.

PARTICIPANT:

X _____ X
(SIGNATURE)

X _____ X
(DRIVER'S LICENSE NUMBER)

X _____ X
(PRINT NAME – PICTURE I.D. REQUIRED)

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Park and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and released on behalf of both myself and marital community, if any, and my child or ward, whose name is:

X _____ X
(PRINT YOUR CHILD OR WARD'S NAME)

X _____ X
(CHILD OR WARD'S D.O.B)

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against SaRoHo. 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.

DATED: _____, 20____.

PARTICIPANT/GUARDIAN:

X _____ X
(PARENT/GUARDIAN SIGNATURE)

X _____ X
(PRINT NAME – PICTURE I.D. REQUIRED)

Relationship to Child or Ward: _____.

Parent/Guardian Telephone Number: _____.

Parent/Guardian Address: _____.

¹ I hereby warrant and represent that if I am neither the Child's Parent nor Legal Guardian, I have been granted the expressed authority to execute this Waiver, Release, and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian.