

Participant Agreement, Release and Assumption of Risk (The Agreement) – Flip Factory Zone

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as “Child”, to use the Flip Factory Zone facilities and equipment located at 7400 West Newberry Road, Gainesville, Florida 32605. In consideration for being allowed to use said facilities and equipment, and any other services provided by Flip Factory Zone or its employees or agents, I represent, acknowledge and agree as follows: I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to Flip Factory Zone, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “FFZ”)

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of attractions and the other equipment at Flip Factory Zone and that participating in our attractions and other activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the attractions and other activities that take place at Flip Factory Zone are monitored generally by Flip Factory Zone employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, Flip Factory Zone employees have difficult jobs to perform. They seek safety, 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.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Flip Factory Zone employees could cause me or the Child significant bodily injury (as described in this Agreement), and that Flip Factory Zone is not responsible for the actions or activities of customers using Flip Factory Zone or the negligence of its employees in supervising the Flip Factory Zone or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- a) Participants may die or become paralyzed, partially or fully, through their use of Flip Factory Zone and participation in Flip Factory Zone activities.
- b) Participants may suffer cuts, scrapes, bumps, bruises, concussions, the transmission of disease strains and allergic reactions through use of Flip Factory Zone equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of falling off the attractions or other equipment, landing improperly or making contact with other participants. As noted in paragraph a) above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury I or the Child might sustain as a result of using Flip Factory Zone or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using Flip Factory Zone, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Flip Factory Zone, and their successors, predecessors-in-interest, and insurers (collectively, the “Releasees”) from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys’ fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child’s access to and/or use of Flip Factory Zone, premises and/or its equipment (whether attractions or otherwise), the Child’s and/or my entry into the Flip Factory Zone, the condition, maintenance, inspection, supervision, control or security of Flip Factory Zone, the failure to warn of dangerous conditions in connection with Flip Factory Zone, and/or the acts or omissions of Flip Factory Zone or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies all equipment, and all activities and games at Flip Factory Zone. I understand that this release and waiver applies to and includes all activities that I or my Child engage in at the premises, whether inside or outside Flip Factory Zone. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys’ fees, associated therewith or arising therefrom.

ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM

I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against Flip Factory Zone and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a jury. Reciprocally, Flip Factory Zone and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD’S ACCESS TO AND/OR USE OF THE FLIP FACTORY ZONE PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE FLIP FACTORY ZONE, FLORIDA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child’s use of Flip Factory Zone, I consent to the recording of the Child’s and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means (“Recordings”). I hereby consent to and authorize Flip Factory Zone and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child’s name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Flip Factory Zone. I further agree that the foregoing includes the consent to use the Child’s and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

TERM OF AGREEMENT

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Flip Factory Zone.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD 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, and that such risks include not only the use of trampolines, but other activities and equipment. Patrons of Flip Factory Zone who engage in any other activities or use any other equipment, 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 and other equipment, and while engaging in such activities. Patrons have a duty 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 any activity on any attractions, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
- c) You have a duty to properly use all safety equipment provided, whether for the all attractions, or otherwise.
- d) You have a duty to not participate in any activity on the attractions, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries, or if you 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 any attractions activity, whether involving the use of attractions, or otherwise.
- h) You have a duty to avoid crowding or overloading individual sections of the attractions, or other equipment.
- i) You have a duty to use the attractions, and other equipment, within your own limitations, training and acquired skills.
- j) You also agree to follow and obey all posted and stated warnings and patron education signs.
- k) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

**NOTICE TO THE MINOR CHILD'S PARENT OR 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 FLIP FACTORY ZONE AND ALL OTHER RELEASEES USE 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 FD AND ALL OTHER 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 FD AND ALL OTHER RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I have read and understood the preceding paragraph. I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that employees working at Flip Factory Zone, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Flip Factory Zone and me relating to the Child's and my use of Flip Factory Zone. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Release shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby. By signing below, I represent and warrant that I am the parent, legal guardian, natural guardian or power-of-attorney of the above listed Child(ren) and have the authority to execute this Agreement on his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of Flip Factory Zone. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY FLIP FACTORY ZONE RELATED ENTITY.

Parent/Legal Guardian/Power of Attorney/Participant (if 18 or older):

Signer First Name: _____ Signer Last Name: _____ Signer Birth Date: ____/____/____

Street Address: _____ City: _____ State _____ Zip Code: _____

Phone Number: _____ - _____ - _____ Email: _____

Minor Participant name _____ D.O.B _____

Minor Participant name _____ D.O.B _____

Minor Participant name _____ D.O.B _____

Minor Participant name _____ D.O.B _____

Minor Participant name _____ D.O.B _____