

**RELEASE OF LIABILITY AND  
ACKNOWLEDGEMENT OF RISK AGREEMENT (“Release”)**

**FOR AND IN CONSIDERATION** of Just Jump, LLC, d/b/a Just Jump Trampoline Park (herein “Just Jump”, LLC) permitting the participant, \_\_\_\_\_ (herein “Participant”), and/or any minor participant(s) \_\_\_\_\_, being an individual(s) under the age of eighteen years of age (18) (herein, “Minor” Participant(s)), to use the equipment and facilities (including, but not limited to, the parking facilities) and/or observe and/or engage in the activities (herein “Activity Participation”) of Just Jump, LLC, I, the Participant and/or being the natural guardian or legal guardian of the Minor Participant(s) and authorized to sign this Release, hereby release and discharge Just Jump, LLC, doing business as Just Jump Trampoline Park, its past, present and future agents, servants, members, owners, directors, officers, employees, volunteers, affiliates, subsidiaries, lessors and all other related entities, their successors and assigns (cumulatively referred to as “Released Persons”) for and on behalf of myself, the Participant, my spouse, my domestic partner, my children, my family members, my heirs, successors, assigns, representatives, trustees, executors, any one acting for or on behalf of my estate and/or for and on behalf of the Minor Participant(s) his or her spouse, parents and/or next friend, and/or legal guardian, and/or such Minor Participant(s) heirs, successors, assigns, representatives, executors and/or anyone acting for or on behalf of such Minor Participant(s)’s estate, from any and all Claims (as hereinafter defined) which I and/or the Minor Participant(s) may have as a Participant and/or Minor Participant(s) against the Released Persons arising directly or indirectly from my or the Minor Participant(s) Activity Participation, and further agree as follows:

(1) I acknowledge and agree that my and/or the Minor Participant(s)’s Activity Participation involves known and unknown risks and that such Activity Participation may result in serious physical injury and/or emotional injury and/or death to third persons and/or to me and/or the Minor Participant(s) and/or damage to my and/or the Minor Participant(s)’s property and/or the property owned by third persons. I fully understand and agree that such known and unknown risks cannot be eliminated if I and/or Minor Participant(s) engage in Activity Participation. I voluntarily agree for myself and on behalf of the Minor Participant(s) to assume all risks of the Minor Participant(s) and my engaging in Activity Participation.

(2) Some of the risks resulting from my and/or the Minor Participant(s) Activity Participation include, but are not necessarily limited to, scrapes, cuts, bruises, serious injuries to one’s person, muscle sprains, bone fractures, muscle injuries, and other injuries resulting from my medical conditions and/or the acts or omissions of other participants. I fully understand and accept for myself and on behalf of the Minor Participant(s) these risks as well as any other risks unknown to me at the time of the signing of this Release.

(3) I individually and/or on behalf of the Minor Participant(s) agree to indemnify and hold harmless the Released Persons from all costs and/or expenses, including but not limited to, reasonable attorneys’ fees, resulting, directly or indirectly, from my and/or the Minor Participant(s) Activity Participation and costs and expenses incurred by the Released Persons in defending or enforcing this agreement.

(4) I on behalf of myself and/or the Minor Participant(s), fully acknowledge and understand that one or more of the Released Persons may commit negligent acts or omissions in monitoring, operating, supervising and/or maintaining the equipment and facilities owned and/or operated by one or more of the Released Persons. I accept and/or on behalf of the Minor Participant(s) accept the risks of personal injury, death and/or property damage resulting from a Released Person's negligent acts or omissions that may occur in the operating, monitoring, supervising and/or maintaining the equipment and facilities owned and operated by one or more of the Released Persons and agree that the terms and provisions of this Release shall be fully applicable even though one or more of the Released Persons has committed a negligent act(s) or omission(s).

(5) I certify that I and/or the Minor Participant(s) is in good health and physically able to safely participate in Activity Participation. I certify neither I nor the Minor Participant(s) is, or any time during Activity Participation will be, under the influence of alcohol or any medication or other substance, whether obtained, legally or illegally, which would impair my and/or the Minor Participant(s)'s ability to safely participate in Activity Participation. I fully understand that the Released Persons lack knowledge of my and/or the Minor Participant(s) medical and/or physical condition which may result in an injury to me and/or the Minor Participant(s) and/or other persons, and voluntarily assume any and all risks of injury to me and/or the Minor Participant(s) associated with engaging in Activity Participation in my and/or the Minor Participant(s)'s medical and physical condition.

(6) If I, or an individual or entity acting on my behalf and/or a Minor Participant's behalf, files one or more Claims, as hereinafter defined, or any legal action against any one or more Released Persons, I agree that the substantive and procedural law of the State of Tennessee shall apply in that action without regard to choice of law provisions of the State of Tennessee or any other state.

(7) I, on behalf of myself and/or the Minor Participant(s), further agree that if any portion of this Release is found to be unenforceable or void for any reason by an arbitrator or court of competent jurisdiction, the remaining provisions of this Release shall remain in full force and effect.

(8) I, on behalf of myself and/or the Minor Participant(s), agree to submit any controversy, claim or dispute arising out of or related to the execution, interpretation, performance or breach of this Release, including, but not limited to, the scope of this arbitration provision and the my compliance with this paragraph to engage in binding arbitration administered by the American Arbitration Association, ("AAA") utilizing the applicable rules of the AAA, in Johnson City, Washington County, Tennessee. .

In addition to any other powers the arbitrator may have under the rules of the AAA, and the laws of the state of Tennessee, the arbitrator shall have all jurisdiction and power to make rulings as to procedures for the conduct of the arbitration; to declare rights of the parties; to grant temporary and permanent injunctive and other equitable relief; to order specific performance of contractual obligations; to grant compensatory damages; to determine the admissibility, relevance, materiality and weigh of any evidence offered by any of the parties (except that affidavits alone may not be admitted in lieu of in person testimony); to allow depositions for evidence; to render orders facilitating or compelling discovery. The decision of the arbitrator shall be in accordance with the laws of the state

of Tennessee. Any party may apply to the Circuit or Chancery Court of Washington County, Tennessee for confirmation or enforcement of the arbitrator's decision.

The Arbitrator's decision shall state the factual and legal basis for the decision. The arbitrator's award shall be final and binding on the parties, except as provided by applicable law. The cost of the arbitration shall initially be shared by the parties. Provided however, the arbitrator may award the prevailing party the cost of the arbitration proceeding as a part of the award, including the prevailing party's legal fees and expenses. The cost of the arbitration shall mean the cost of the arbitrator.

The AAA shall provide a panel of three (3) arbitrators. Each party to the arbitration shall have the right to strike one arbitrator. If one arbitrator remains, that arbitrator shall be the selected arbitrator. If more than one arbitrator remains, the AAA shall select the arbitrator from the remaining arbitrators.

(9) I and/or on behalf of the Minor Participant(s) agree, authorize and consent to one or more Released Persons photographing, videoing and otherwise recording my and/or the Minor Participant(s)'s Activity Participation for any reasonable purpose, including, but not limited to, advertising in any manner and in all media, without restriction, to include, but not be limited to, World Wide Web sites relating to Just Jump, LLC. I and/or on behalf of the Minor Participant(s), voluntarily waive any right to inspect or approve any photograph of me and/or the Minor Participant(s) and agree that any use of any photo, video or recording of me by Just Jump, LLC shall be without compensation. I and/or on behalf of the Minor Participant(s), agree that all photographs, videos and recordings are the exclusive property of the Just Jump, LLC, and I and/or on behalf of the Minor Participant(s), waive the right to inspect and/or approve the use of the photographs, videos and/or recordings.

(10) I agree that this Release is made for me and/or on behalf of the Minor Participant(s) and the releases, waivers and promises contained herein are binding on me and/or the Minor Participant(s) and all persons claiming by through or under me and/or the Minor Participant, including but not limited to, his/her natural or legal guardians, as fully and completely as though the Minor Participant(s) were an adult of legal age in the State of Tennessee and had executed this Release. I also represent to Just Jump, LLC as a material inducement to Just Jump, LLC to allow the Minor Participant(s) to engage in Activity Participation, that I have full authority, either as the natural guardian (parent) or legal guardian for the Minor Participant(s)'s to agree to the terms and provisions of this Release.

(11) I voluntarily agree to defend, indemnify and hold harmless the Released Persons from any and all Claims, (the term "Claims" being defined as any and all theories of recovery of whatsoever nature, for personal injury and/or property damage and/or wrongful death, whether known or now unknown, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, causes of action, allegations, demands, liability, suits, charges, and judgments, whether arising in equity or under the common law or any contract or any statute, or otherwise), which arise directly or indirectly from my and/or the Minor Participant(s)'s Activity Participation, in the facilities owned and operated by one or more of the Released Persons, including, but not limited to, ALL CLAIMS THAT ALLEGE NEGLIGENT ACTS OR OMISSIONS OF ONE OR MORE OF THE RELEASED PERSONS, herein "Claims").

(12) I agree that this Release shall be binding on me and the Minor Participant(s) named herein, my and/or the Minor Participant(s)'s heirs, successors and assigns, natural

guardians, parents, next friend, legal guardian and anyone making a Claim by, through or under me and/or the Minor Participant(s) and shall continue in full force and effect and govern any Activity Participation by me and/or the Minor Participant(s) named herein, in perpetuity.

(13) I and/or on behalf of the Minor Participant(s) agree to comply in all respects with rules adopted from time to time by Just Jump, LLC governing Activity Participation.

(14) I AND/OR ON BEHALF OF THE MINOR PARTICIPANT(S) UNDERSTAND AND AGREE TO WAIVE ALL OF MY AND/OR THE MINOR PARTICIPANT(S) RIGHT TO A JURY TRIAL UNDER THE LAWS OF THE STATE OF TENNESSEE IN THE EVENT SUCH RIGHT TO A JURY TRIAL SHOULD BE AVAILABLE TO ME OR THE MINOR PARTICIPANT.

(15) I agree that my (the Participant) Electronic Signature [whether digital or encrypted] and/or for or on behalf of the Minor Participant(s) attached to or logically associated with this Release executed or adopted with the intent to authenticate this Release shall have the same force and effect as an original manual signature.

For purposes of this Release, Electronic Signature means any electronic sound, symbol or process attached to or logically associated with this Release and executed and adopted by me, the Participant and/or by me for and on behalf of the Minor Participant(s) with the intent to sign this Release. I agree that Electronic Signature by me for myself and/or on behalf of the Minor Participant(s) includes, but is not limited to, the following transmission methods:

(a) My typed name at the end of an e-mail accompanying the Release.  
(b) A digital signature using public key encryption technology.  
(c) As an online user, my clicking a button to verify I agree with the terms of this Release.

(d) Any other method contemplated or accepted under the Tennessee Uniform Electronic Transactions Act (T.C.A. §47-10-101 et seq.) as amended from time to time.

(16) I agree, if I am signing for or on behalf of one or more Minor Participant(s), that all provisions contained herein shall be fully applicable to such Minor Participant(s) and such Minor Participant's Activity Participation.

IN WITNESS WHEREOF, the undersigned has executed this Release Agreement on the date set forth above.

**CAUTION – READ CAREFULLY – THIS IS A RELEASE OF RIGHTS**

**Name of Participant:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Participant)**

Name of Minor Participant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Relation: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Individual Authorized to sign  
for Minor Participant(s))**

\_\_\_\_\_  
**(Print Name of Individual Authorized to sign  
for Minor Participant(s))**