

ASSUMPTION OF RISK, RELEASE, AND CONSENT

I and others with me listed below (“Participants”) wish to enjoy the entertainment facilities of the Jump!Zone Lafayette located at 2416 Ambassador Caffery Parkway, Lafayette, LA 70506 (the “Center”), which is owned by B&A Legacy, LLC (“Franchisee”), a franchisee of Jump Zone Enterprises Inc. (“Franchisor”).

In consideration of the participation of the (“Participants”) in activities (“Activities”) at the Center, I, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers (“Obligors”), agree as follows:

1. I understand that participation in Activities at the Center involves known as well as unforeseeable risks of injury, including without limitation, scrapes, bruises, cuts, broken bones, and even more serious injuries, such as paralysis or death. There may also be emotional injury and property damage as well as physical injury. With full understanding and awareness of the risks involved, I hereby release, hold harmless, and indemnify Franchisee, Franchisor, Landlord their employees, managers, agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, suppliers, vendors, insurers, and all other persons or entities acting in any capacity on their behalf (collectively “Releasees”) from and against any and all claims, actions, causes of action, assessments, losses, damages, suits, judgments, costs, expenses and/or other liability (including, without limitation, reasonable attorney’s fees and expenses incurred by reason thereof) arising from or relating to the Participants’ engaging in the Activities at the Center.
2. This Release extends to claims arising from the acts, omissions, negligence, or misconduct (but not including willful misconduct) of Franchisee, Franchisor, or other guests at the Center, and agents of Franchisee and Franchisor, and further extends to improper supervision, improper maintenance of the equipment or premises at the Center.
3. I understand that the risks of injury and damage described above in Paragraph 1 simply cannot be eliminated without jeopardizing the essential qualities of the Activities at the Center. I expressly agree and promise to accept and assume all of the risks existing in these Activities. The Participants’ participation in the Activities is purely voluntary and I elect to participate, or allow my child(ren) to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense.
4. I certify that the Participants are physically able to participate in all Activities at the Center without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) may have. I acknowledge that I have read the rules (the “Jump!Zone Rules”) governing the Participants’ participation in any Activities at the Center. I certify that I have explained the Jump!Zone Rules to all the Participants identified herein. I understand that the Jump!Zone Rules have been implemented for the safety of all guests at the Center, including myself and/or my child(ren). I agree to follow and enforce among the Participants the Jump!Zone Rules, acknowledging that the failure of the Participants to follow these Rules may result in injury or death. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Center.
5. 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 any Participants, hereby waive any right I or any Participant may have to a trial in court. I agree that such dispute shall be brought within one (1) year of the date of this Agreement and will be determined by binding arbitration before one (1) arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Louisiana and that the substantive law of Louisiana shall apply. If, despite the representations made in this Agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit (as distinguished from arbitration) against any of the Releasees, in addition to my agreement to defend and indemnify the Releasees, I agree to pay within sixty (60) days liquidated damages in the amount of Ten Thousand Dollars (\$10,000) to the party against whom I filed the lawsuit. Said \$10,000 is not a penalty, but payment to cover the Releasee’s costs to have the lawsuit dismissed and moved to arbitration.
6. I agree to reimburse any attorney’s fees and costs that may be incurred by any Releasees in the defense of any claim, demand, action or cause of action brought by me or any Participant against said Releasees.
7. Consent: I hereby grant the Franchisee the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television. I further grant the Franchisee the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) and to use my or my child(ren)’s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials, including the Jump!Zone website.
8. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from the Center at any time.
9. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against the Releasees on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.
10. In the event a minor Participant, upon reaching the age of adulthood (currently 18 years), brings an action against any of the Releasees in his or her own name, I agree to indemnify the Releasees against any such action brought by said Participant.
11. I further certify that I am the parent or legal guardian of the child(ren) listed below or that I have been granted verbal or written permission to sign this Agreement on behalf of the parent or legal guardian of the child(ren) in my care who are listed below (add additional pages as needed).

	<u>Child’s Name</u>	<u>Date of Birth (Age)</u>	<u>Relationship to Person Signing this Release*</u>		<u>Child’s Name</u>	<u>Date of Birth (Age)</u>	<u>Relationship to Person Signing this Release*</u>
1				4			
2				5			
3				6			

*C – Child or Ward

*Other – Describe

Printed Name of Person Signing this Form (must be 21 years of age)

Date: _____

Signature _____

Email (optional): _____