

Participant Agreement, Release and Assumption of Risk (The Agreement) – Happys Family Fun Center, LLC

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) and all minor children under my supervision and referred to individually and collectively herein as “Child”, to use the Happys Family facilities and equipment located at 616 NE 15th Ave, Cape Coral, FL 33909 (the “Happys Family Facility”). In consideration for being allowed to use said facilities and equipment, and any other services provided by Happys Family Fun Center, LLC, Inc. or its employees or agents at said location, or any other location within the State of Florida, I represent, acknowledge and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to Happys Family Fun Center LLC, and its 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, “Happys Family”)

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of trampolines and the other equipment at the Happys Family Facility and that participating in trampoline 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 trampoline and other activities that take place at the Happy Familys Facility are monitored generally by Happy Familys Facility 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, Happy Familys Facility 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 Happys Family Facility employees could cause me or the Child significant bodily injury (as described in this Agreement), and that Happys Family Facility is not responsible for the actions or activities of customers using the Happys Family Facility or the negligence of its employees in supervising the Happy Familys Facility 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 the Happys Family facility and participation in Happys Family facilities activities. b) Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the Happy Familys Facility 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 trampoline(s) or other equipment, landing improperly on the trampolines or other equipment, 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. c) Participants may fall on each other, resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, flipping, running and bouncing off of the walls and wall-mounted trampolines, and other participant body movements (whether planned or unplanned) can create a rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury. d) Traveling to and from trampolines can result in similar physical injury (even if the participant is not himself or herself bouncing at the time). e) Observing, standing, sitting or taking photographs at or near any trampoline or activity can result in similar physical injury (even if the observer is not himself or herself participating at the time).

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 the Happys Family Facility 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 the Happys Family Facility, 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 Happys Family Fun Center, LLC, 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 the Happy Familys Facility, premises and/or its equipment (whether trampolines or otherwise), the Child’s and/or my entry into the Happys Family Facility, the condition, maintenance, inspection, supervision, control or security of the Happys Family Facility, the failure to warn of dangerous conditions in connection with the Happys Family Facility, and/or the acts or omissions of Happys Family facility 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 not only to use of the trampolines, but also all other equipment, and all activities and games at the Happys Family Facility. 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 the Happys Family Facility. 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.

PHOTO/VIDEO/SOCIAL MEDIA/ PROMOTIONAL CONSENT WAIVER

In connection with my and the Child's use of the Happys Family Facility, 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 Happys Family 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 Happys Family Facility. 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. When providing the following information (phone number, email, address etc.) I am aware that I am consenting to marketing and promotional offers from Happies Family Fun Center.

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 Happys Family Fun Center, LLC, whether at the current location or any other location or facility.

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 a trampoline court who use trampolines, and those 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 trampoline court, 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 trampolines at the trampoline court, or otherwise.
- d) You have a duty to not participate in any activity on any trampoline court, 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 trampoline park activity, whether involving the use of trampolines, or otherwise.
- h) You have a duty to avoid crowding or overloading individual sections of the trampoline court, or other equipment.
- i) You have a duty to use the trampoline court, and other equipment, 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 elsewhere, whether involving the trampoline, other equipment, or otherwise.
- k) You also agree to follow and obey all posted and stated warnings and patron education signs.
- l) You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.

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 the Happys Family Facility, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Happys Family and me relating to the Child's and my use of the Happys Family Facility. There are no other agreements, oral, written, or implied, with respect to such matters. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force. By signing below, I represent and warrant that I am the parent, legal 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 the Happys Family Facility. 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 HAPPYS FAMILY FUN CENTER LLC AND RELATED ENTITIES.

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

Signer First Name: **X** _____ Signer Last Name: **X** _____

Signer Birth Date: **X** _____ / _____ / _____

Street Address: _____

City: _____ State: _____ Zip code: _____

Phone: **X** _____ E-Mail: _____