

**GRAVITY FACTORY PARTICIPANT INDEMNIFICATION, WAIVER, GENERAL RELEASE, and ASSUMPTION
of RISK AGREEMENT**

I. Waiver (Partial Summary)

Please read this Participant Indemnification, Waiver, General Release, and Assumption of Risk Agreement ("Agreement") carefully. **By signing this Agreement, you are relinquishing your legal rights and/or the legal rights for participants under the age of 18 for whom you are a parent or guardian.**

On behalf of myself and any participant for whom I am a parent or guardian, I agree and understand as follows:

- i. That the Activities (defined below) are inherently dangerous;
- ii. That I assume the risk of injury or death that may occur as part of participation in the Activities and use of the facilities at 165 Airport Road, Rexburg, ID ("Facilities");
- iii. That I am knowingly and intentionally waiving all of my rights to bring lawsuits and to make claims pertaining to, or otherwise arising from, participation in the Activities and use of the Facilities, including lawsuits and claims for negligence, as set forth herein;
- iv. That I hereby release and discharge Gravity Factory, LLC, an Idaho limited liability company ("Gravity Factory"), its customers, agents, employees, managers, members, and affiliates (the "Released Parties") from any and all liability, including any and all liability for negligence, pertaining to or otherwise arising from participation in the Activities and use of the Facilities; and
- v. That I acknowledge that:
 - a. this Agreement is clear, unambiguous and unequivocal;
 - b. this Agreement is explicit and voluntary in my waiver, release and assumption of risk of harm, injury, etc.;
 - c. this Agreement is comprehensive for all lawsuits, claims, injuries and damages; and
 - d. I have read, understand and agree to all the terms of this Agreement.

II. Waiver

1. I UNDERSTAND THAT USING TRAMPOLINES IS AN INHERENTLY DANGEROUS ACTIVITY.

I acknowledge that participation in Gravity Factory's activities, which include (but are not limited to) using trampoline equipment ("trampolining") and trampoline park access, trampoline dodgeball, trampoline basketball, trampoline slamball, gymnastics, tumbling, aerial training, fitness classes, bounce house and café access, offsite and camp activities, and other athletic and amusement activities (collectively "Activities") in the Facilities, entails both known and unknown risks that could result in

SERIOUS INJURY or even **DEATH**, due to, but without limitation, exposed springs, hooks, frames, and/or other pieces of equipment; poor lighting; lack of supervision and/or trained spotters; lack of protective padding, mats, netting and/or other equipment; lack of any other safety measure; slipping and/or falling on and/or off equipment; collision with fixed objects and/or people; attempted jumps, runs, stunts, tumbles, somersaults, maneuvers and/or acrobatics; having multiple participants participate in the Activities at one time; the physical condition, fitness and/or abilities of myself, my child(ren), the child(ren) for whom I am the legal guardian, and all other participants; weight differences between myself, my child(ren), the child(ren) for whom I am the legal guardian, and all other participants; weather and/or all other environmental conditions; actions and/or omissions committed by myself, my child(ren), the child(ren) for whom I am the legal guardian, Gravity Factory, LLC, and/or any other persons pertaining to otherwise arising from participation in the Activities and use of the Facilities; and/or incomplete instructions.

I understand that Gravity Factory, its agents, employees, managers, members, and affiliates cannot eliminate all risks associated with the Activities. **Therefore, I understand that if I do not want to take these risks, or I cannot afford to risk any injury, then I should NOT sign this document, participate in the Activities, or otherwise use the Facility.**

2. I UNDERSTAND THAT I AM ASSUMING THE RISK OF INJURY OR DEATH.

I agree that I, my child(ren), and/or the child(ren) for whom I am the legal guardian, am or are voluntarily participating in the Activities and use of the equipment, facilities and the premises related thereto (collectively, the "Facilities"). I am assuming on behalf of myself, my child(ren), and/or the child(ren) for whom I am the legal guardian, all risk of personal injury, death or disability to myself, my child(ren), and/or the child(ren) for whom I am the legal guardian, that may result from participation in the Activities or use of the Facilities, or any damage, loss or theft of any personal property which I, my child(ren), and/or the child(ren) for whom I am the legal guardian, may incur. I certify that I have adequate health insurance to cover any injury or damage that I, my child(ren), and/or the child(ren) for whom I am the legal guardian, may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I, my child(ren), and/or the child(ren) for whom I am the legal guardian, may have.

3. I UNDERSTAND THAT I AM RELEASING GRAVITY FACTORY AND OTHER PARTIES FROM POTENTIAL CLAIMS AND LIABILITY.

In consideration for allowing myself, my child(ren), and/or the child(ren) for whom I am the legal guardian, to participate in the Activities and/or use the Facilities, I expressly and voluntarily agree to forever release, acquit, indemnify, and discharge the Released Parties, and agree to hold the Released Parties harmless on behalf of myself, my spouse, my children, my parents, my guardians, my heirs, assigns, personal representative and estate, and/or any and all other persons or entities who could in any way represent me or the Minor Child(ren) (or act on our behalf, collectively or respectively) from any and all actions or omissions, cause and causes of action, suits, debts, damages, judgments, costs (including, but not limited to, attorneys' fees), and claims and demands whatsoever, in law or in equity,

for any personal injury, death, property damage, or other loss that I, my child(ren), and/or the child(ren) for whom I am the legal guardian, may suffer arising from participation in the Activities and use of the Facilities. This waiver is a complete release of any and all responsibility or duties owed by the Released Parties for personal injuries, death, property loss/damage, and/or any other loss sustained by myself, my child(ren), and/or the child(ren) for whom I am the legal guardian, while participating in the Activities or using the Facilities, whether using Gravity Factory equipment or not, even if such injury or damage results from a Released Party's negligence, or negligence by other Gravity Factory guests.

4. **I UNDERSTAND THAT I AM AGREEING TO INDEMNIFY GRAVITY FACTORY AND OTHER PARTIES.**

I agree to indemnify and hold the Released Parties harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by the Released Parties, including, but not limited to, attorneys' fees, costs, damages and/or judgments the Released Parties may incur in the event that I, my child(ren), and/or the child(ren) for whom I am the legal guardian, cause any injury, damage, and/or harm to any other person while at Gravity Factory.

5. **I UNDERSTAND THE NATURE AND TERMS OF THIS AGREEMENT.**

I understand that this Agreement extends forever into the future, and will have full force and legal effect each and every time I, my child(ren), and/or the child(ren) for whom I am the legal guardian, visit Gravity Factory, whether at the current location or any other location or facility. Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of Bonneville County, Idaho, for any legal action. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this Agreement shall be submitted to and be settled by final and binding arbitration in Idaho Falls, Idaho, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. I further agree that the substantive laws of Idaho shall apply without regard to any conflict of law rules. I also agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible, and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes, Gravity Factory and I are deemed the joint authors hereof.

6. **I UNDERSTAND I AM GIVING GRAVITY FACTORY PERMISSION TO USE MY LIKENESS AS WELL AS THE LIKENESS OF THE CHILDREN ON WHOSE BEHALF I AM SIGNING.**

I hereby grant Gravity Factory permission to use my, my child(ren)'s, and/or the child(ren)'s who I am the legal guardian for, likeness in any and all of its publications, websites, marketing, and other materials without payment, and without any prior approval of any and all publications, websites, marketing, and other materials that contain my, my child(ren)'s, and/or the child(ren)'s who I am the legal guardian for, likeness.

7. I UNDERSTAND THAT I HAD SUFFICIENT OPPORTUNITY TO REVIEW THIS AGREEMENT BEFORE SIGNING

I have had sufficient opportunity to read and understand this Agreement and acknowledge that any changes I may attempt to make to this Agreement shall have no force or effect. On behalf of myself, my participating child(ren), and/or the participating child(ren) for who I am the legal guardian, we knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I represent that I am the parent or legal guardian of the Minor Child(ren).

PARTICIPANT OVER AGE 18 OR PARENT/LEGAL GUARDIAN FOR PARTICIPANT UNDER AGE 18:

Complete this section if you are signing for yourself and are over 18 years of age and/or are the parent or legal guardian signing for a minor child.

First Name (required): _____

Last Name (required): _____

Contact Number (required): (____) _____

E-mail (required): _____

NAMES AND BIRTHDATES OF ALL PARTICIPATING CHILDREN UNDER 18 WHO ARE MY CHILD(REN), AND/OR THE CHILD(REN) FOR WHO I AM THE LEGAL GUARDIAN:

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name _____ Date of Birth _____

Name

Date of Birth

Name

Date of Birth

Name

Date of Birth

Name

Date of Birth

In consideration of the Minor Child(ren), named herein above being allowed to participate in the Activities and use the Facilities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such Minor Child(ren).

Signature