

Last name _____



Today's Date _____

FLIP DUNK SPORTS, LLC PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE, AND ASSUMPTION OF RISK

AGREEMENT (1) FOR ACKNOWLEDGMENT OF RISK, (2) FOR WAIVER, DISCLAIMER, AND RELEASE OF LIABILITY, (3) NOT TO SUE, AND (4) FOR INDEMNITY

I, on behalf of myself and behalf of my heirs, personal representatives, spouse, next kin, successors and assigns, hereby understand, acknowledge, and voluntarily agree with Flip Dunk Sports LLC., its shareholders, officers, directors, employees, agents, contractors, insurers and/or landlords, and each of their successors and assigns (hereinafter collectively the "GYM") as follows: TRAMPOLINING/GYMNASTICS/FITNESS CLASSES ARE AN EXTREMELY HAZARDOUS AND DANGEROUS ACTIVITY and involves both inherent and extrinsic, and both natural and artificial risks that may result in all manner of harm, property damage, serious personal injuries, or death to me and/or others from, for example but not limited to, 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 proper equipment; lack of any other proper safety measure; slipping and/or falling on and/or off equipment; collision with fixed/not 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 me and all other participants; weight negligence, actions and/or omissions committed by me, the Minor Child, the Gym and/or any other persons; and/or incomplete instructions.

Initial

I agree that I and/or the Minor Child am voluntarily participating in the activities offered by the Gym including, but not limited to, the use of the equipment, facilities and the premises. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the Gym facilities, or any damage, loss or theft of any personal property which I and/or the Minor Child may incur. I understand that the Gym facility has trampolines and other equipment and that using trampolines has inherent risks. Further, I have explained these risks to the Minor Child. I certify that I have adequate health insurance to cover any injury or damage that I may cause or 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 may have.

Initial

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit Flip Dunk Sports, whether at the current location or any other location or facility. I agree to indemnify and hold Flip Dunk Sports harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by the Gym, including, but not limited to, attorneys' fees, costs, damages and/or judgments the Gym incur in the event that I cause any injury, damage and/or harm to any other person while at Flip Dunk Sports. I grant Flip Dunk Sports permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment.

Initial

I have a responsibility to myself and other users of the Gym, to conduct myself in a safe manner. If I am unsure at any time, I will ask the Gym staff. I am good in health and have no condition that will affect my safe use of the facilities. I will not use the gym while under the influence of drugs or alcohol or while in any other condition that might impair me.

Initial

In order to be allowed on any Flip Dunk equipment you must have a signed waiver on file. If under 18 years old, the waiver needs to be signed by the minor's parent or legal guardian.

Initial

I forever **waive, release, and discharge** the gym from **any and all liabilities, claims, demands, or causes of action whatsoever** for any harm, loss, damage, property damage, personal injuries or death due to any negligence, gross negligence, or any other cause (including, but not limited to the negligence or gross negligence of the gym, or its employees, agents, or contractors, or otherwise) resulting from, arising out of, or in connection with my presence in or use of the gym or equipment.

Initial

I agree to defend, indemnify and hold harmless the gym from and against any claim resulting from, arising out of, or in connection with my presence in and/or use of the gym, its facilities, gear, equipment, or apparatuses. I agree that any dispute or claim arising in any way in connection with this agreement and/or my use or presence in the gym shall be decided by action, without a jury, in Maricopa County, Arizona Superior Court.

Initial

I understand that by signing this agreement, among other things, I have (a) NO CLAIMS whatsoever against, (b) NO RIGHT TO SUE, and (c) NO RIGHT TO RECOVER ANY DAMAGES OR OTHER COMPENSATION from the gym.

Initial

The gym has no responsibility for lost, damaged or stolen items.

Initial

NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18

*** SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18**

PARENT'S OR GUARDIAN'S ADDITIONAL AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK — (Must be completed for participants under the age of 18) In consideration of the Minor Child detailed above being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor as if the Minor Child was eighteen years old or older.

Circle One

Name Minor #1 _____ Date of Birth _____ Relation Son / daughter / legal guardian

Name Minor #2 _____ Date of Birth _____ Relation Son / daughter / legal guardian

Name Minor #3 _____ Date of Birth _____ Relation Son / daughter / legal guardian

Name Minor #4 _____ Date of Birth _____ Relation Son / daughter / legal guardian

Last Name: _____ Today's Date : _____

SIGNATURE OF PARENT/GUARDIAN OR ADULT PARTICIPANT

*** SECTION REQUIRED FOR ALL PARTICIPANTS and the PARENT or GUARDIAN OF A MINOR CHILD.**

You must be 18 years of age or older to sign this document.

Printed Name _____ Email _____

Date of Birth _____ (MM/DD/YYYY) Driver's License # _____

Contact Number _____

Signature _____ Date _____

** PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE.

How Did You Hear About Us? _____