

LION TAMER, LLC dba DEFY GAINESVILLE, PARTICIPANT AND ARBITRATION AGREEMENT,

INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

***** PLEASE READ THIS DOCUMENT CAREFULLY *****

BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS INCLUDING THE RIGHT TO BRING A LAWSUIT IN COURT AND/OR HAVE THE CLAIM DECIDED BY A JURY

BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE LION TAMER, LLC dba DEFY GAINESVILLE FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF LION TAMER, LLC dba DEFY GAINESVILLE, INCLUDING ANY OF ITS OWNERS, AFFILIATES, AGENTS,

EMPLOYEES AND EQUIPMENT SUPPLIERS. Initials: _____

In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by LION TAMER, LLC dba DEFY GAINESVILLE and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "LION TAMER, LLC dba DEFY GAINESVILLE"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge LION TAMER, LLC dba DEFY GAINESVILLE on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider LION TAMER, LLC dba DEFY GAINESVILLE'S premises and facilities. It is further warranted that such entry into LION TAMER, LLC dba DEFY GAINESVILLE'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the ACTIVITIES in which LION TAMER, LLC dba DEFY GAINESVILLE provides; and (ii) I/we are not, and during ACTIVITIES will not be, under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in ACTIVITIES; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in ACTIVITIES. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the ACTIVITIES, and the condition and adequacy of the equipment.

(1) **ASSUMPTION OF RISK AND RELEASE OF LIABILITY:** I acknowledge that I and/or my spouse, minor child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the ACTIVITIES, which I agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained trampoline monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my spouse and/or my child(ren)/ward(s), LION TAMER, LLC dba DEFY GAINESVILLE, and/or any other person and/or entity while on the premises. I hereby voluntarily assume all such risks. I further understand and acknowledge that LION TAMER, LLC dba DEFY GAINESVILLE does not manufacture the trampolines or other equipment in its facilities, but purchases and/or leases the trampolines and equipment and therefore LION TAMER, LLC dba DEFY GAINESVILLE may not be held liable for defective products. Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life that may be sustained while on or about LION TAMER, LLC dba DEFY GAINESVILLE'S facility, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly, unconditionally and voluntarily remise, release, waive, relinquish, acquit, satisfy and forever discharge and agree and covenant not to sue LION TAMER, LLC dba DEFY GAINESVILLE, including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment in LION TAMER, LLC dba DEFY GAINESVILLE'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by LION TAMER, LLC dba

DEFY GAINESVILLE or any EQUIPMENT SUPPLIERS while in or about the premises and/or while participating in or as a result of participating in any of the ACTIVITIES in or about the premises and/or while using any items purchased in or about the premises, whether the action arises out of any damage, loss, personal injury, emotional injury, or death to me or my spouse, minor child(ren)/ward(s). This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of LION TAMER, LLC dba DEFY GAINESVILLE and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or any type of negligence of LION TAMER, LLC dba DEFY GAINESVILLE or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to enter onto and into LION TAMER, LLC dba DEFY GAINESVILLE'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) while in or about the premises and/or while participating in or as a result of participating in any of the ACTIVITIES in or about the premises and/or while using any items purchased in or about the premises, including any such loss due to the sole or partial negligence of LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of LION TAMER, LLC dba DEFY GAINESVILLE or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless LION TAMER, LLC dba DEFY GAINESVILLE for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to LION TAMER, LLC dba DEFY GAINESVILLE or its facility and/or to any and all other persons and entities acting in any capacity on behalf of LION TAMER, LLC dba DEFY GAINESVILLE.

(3) **LIABILITY FOR PROPERTY:** I, on behalf of myself and/or my spouse and my minor child(ren)/ward(s) agree LION TAMER, LLC dba DEFY GAINESVILLE is not liable to me/us or our guests, child(ren)/ward(s) for any personal property that is damaged, lost, or stolen while on or about the LION TAMER, LLC dba DEFY GAINESVILLE premises including, but not limited to, a vehicle or its content or any property in a locker or otherwise, whether or not LION TAMER, LLC dba DEFY GAINESVILLE was negligent.

(4) **ATTORNEYS' FEES:** To the extent permitted by law, I promise to indemnify and pay LION TAMER, LLC dba DEFY GAINESVILLE for any attorneys' fees and/or costs incurred to enforce the Mediation, Non-Binding Arbitration portion of this agreement, including all costs associated with any collection efforts.

(5) **PHOTO RELEASE:** By entering LION TAMER, LLC dba DEFY GAINESVILLE and participating in the ACTIVITIES, I hereby grant LION TAMER, LLC dba DEFY GAINESVILLE on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with LION TAMER, LLC dba DEFY GAINESVILLE and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted by this release are without compensation of any kind.

(6) **TERMS 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 spouse and/ or child(ren)/ward(s) visit LION TAMER, LLC dba DEFY GAINESVILLE, whether at the current location or any other LION TAMER, LLC dba DEFY GAINESVILLE location or facility, including, or any of its subsidiary or affiliates' locations or facilities. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(7) **MEDIATION, NON-BINDING ARBITRATION AND VENUE:** If a dispute arises out of or relates to this Agreement and/or LION TAMER, LLC dba DEFY GAINESVILLE and/or EQUIPMENT SUPPLIERS and/or any ACTIVITIES and/or an incident that occurs while on the premises, and/or while using any items purchased in or about the premises, as well as the installation, design, construction, and condition of the facility by LION TAMER, LLC dba DEFY GAINESVILLE and/or EQUIPMENT SUPPLIERS, involving a single claimant, or claimants who are related or asserting claims arising from a single incident and if the dispute cannot be settled through direct negotiations, and unless the parties agree on a different mediation or non-binding arbitration process, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Procedures available at <http://www.adr.org> before resorting to non-binding arbitration. Thereafter, any unresolved claims shall be submitted to non-binding arbitration administered by the AAA in accordance with its Non-Binding Consumer Arbitration Rules, except that Rule R-2 (e) is amended to allow an answer to be filed within thirty (30) calendar days. The arbitration shall be governed by the laws of the State in which the LION TAMER, LLC dba DEFY GAINESVILLE facility is located. In-person hearings will take place pursuant to the Non-Binding Consumer Arbitration Rules in the county/parish and state in which LION TAMER, LLC dba DEFY GAINESVILLE is located. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any non-binding arbitration hereunder without the prior written consent of both parties. The parties agree to mediation and non-binding arbitration of any and all claims, disputes and grievances, not otherwise excepted herein, arising out of or relating to this Agreement, the participation in any on-site ACTIVITIES and/or while on the premises, and/or while using any items purchased in or about the premises, as well as the installation, design, construction, and condition of the facility by LION TAMER, LLC dba DEFY GAINESVILLE and/or EQUIPMENT SUPPLIERS. A copy of the

Rules mentioned herein may be obtained from the AAA by visiting AAA's website at <http://www.adr.org>. The scope of this Agreement is intended to be as broad as possible under applicable law, and shall include all types of negligence, tort, contract, statutory and administrative actions. The parties further agree to submit to non-binding arbitration the issues of substantive and procedural arbitrability, including defenses to arbitration and all disputes regarding the enforceability, interpretation, breadth, scope and meaning of this Agreement. The parties reserve their rights to resolve disputes involving less than \$10,000.00 in an applicable small claims or district court in the county/parish and state in which the LION TAMER, LLC dba DEFY GAINESVILLE is located that are within the scope of the small claims' or district court's jurisdiction. In the event non-binding arbitration does not totally resolve all claims, it is agreed that the sole and exclusive venue for any lawsuit filed against LION TAMER, LLC dba DEFY GAINESVILLE shall be in the county/parish and state in which the LION TAMER, LLC dba DEFY GAINESVILLE facility is located. It is further agreed that the substantive law of the State in which the LION TAMER, LLC dba DEFY GAINESVILLE is located shall apply without regard to any conflict of law rules. Unless all parties agree otherwise, the non-binding arbitration decision or award may not be entered in any federal or state court having jurisdiction.

By signing this document, whether in written or electronic format, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action in court or to be decided by a jury against LION TAMER, LLC dba DEFY GAINESVILLE on the basis of any claim from which I have released LION TAMER, LLC dba DEFY GAINESVILLE and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against LION TAMER, LLC dba DEFY GAINESVILLE and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF LION TAMER, LLC dba DEFY GAINESVILLE AND/OR ANY EQUIPMENT SUPPLIERS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM LION TAMER, LLC dba DEFY GAINESVILLE AND/OR ANY EQUIPMENT SUPPLIERS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND LION TAMER, LLC dba DEFY GAINESVILLE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

You MUST be 18 years old or older to sign your own waiver
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)



Enter Adult Full Name and Date of Birth

(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

We reserve the right to review your license and/or other forms of ID to verify identity and age.