

TRAMPOLINE PARK WAIVER AND RELEASE OF LIABILITY

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This Trampoline Park Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTICIPANT NAME], residing at [PARTICIPANT ADDRESS] (the "**Participant**"); and

[PARK / FACILITY LEGAL NAME], a [STATE] [ENTITY TYPE] operating a trampoline and jump park at [FACILITY ADDRESS] (the "**Park**").

Participant and Park are each a "**Party**" and together the "**Parties**."

Recitals. The Park offers an indoor jump and recreation facility, including [DESCRIBE: e.g. open trampoline courts, foam pits, dodgeball courts, slam-dunk lanes, ninja and obstacle courses, climbing walls, battle beams, air bags, and similar attractions] (the "**Attractions**"). The Participant wishes to use the Park and take part in the Attractions and understands that jumping and related activities involve a real risk of injury. The Park permits the Participant to take part only on the condition that the Participant agrees to this Waiver. In consideration of being permitted to use the Park, the Parties agree as follows.

1. Attractions and Voluntary Participation

1.1 Description. The Attractions include the trampolines, foam pits, air bags, courts, courses, and related equipment located at [LOCATION] during the Park's posted hours and within posted age, height, weight, and session limits.

1.2 Voluntary participation. The Participant takes part voluntarily and of the Participant's own free will, and may stop using any Attraction at any time if the Participant feels unwell, fatigued, or at risk.

1.3 Single-jumper and other rules. The Participant understands and agrees to follow attraction-specific rules, including limits on the number of jumpers per trampoline, restrictions on flips and somersaults, foam-pit entry rules, and any rules barring double-bouncing of other jumpers.

1.4 No staff guarantee. The Participant understands that court monitors supervise the Park but cannot observe every jumper at all times, and that the Participant remains responsible for the Participant's own safety.

2. Assumption of Risk

2.1 Inherent risks. The Participant understands that trampoline and jump-park activities involve inherent and significant risks, including [e.g. sprains, strains, fractures, and dislocations; ankle, knee, and leg injuries; head, neck, and spinal injuries; collisions with other jumpers, walls, springs, frames, or padding; awkward or off-center landings; landing on the head or neck; injuries in or while entering foam pits and air bags; and the negligence of other participants], and that these risks may result in property damage, minor

or serious bodily injury, illness, permanent disability, paralysis, or death.

2.2 Knowing assumption. Knowing and appreciating these risks, the Participant freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Participant's use of the Park and the Attractions, including risks arising from the Park's ordinary negligence to the extent permitted by law.

2.3 Conduct of others. The Participant accepts the risk that other patrons may act carelessly, may collide with the Participant, or may double-bounce or otherwise disrupt the Participant's jump, and assumes the risk of injury caused by the conduct of others.

3. Rules, Conduct, and Eligibility

3.1 Compliance. The Participant will follow all posted rules, signage, safety videos or briefings, and the reasonable instructions of Park staff and court monitors, and will jump only on Attractions and during sessions for which the Participant is eligible.

3.2 Appropriate use. The Participant will not attempt maneuvers beyond the Participant's ability, will land on both feet where required, will not sit or lie on trampolines in active jump zones, and will exit promptly when a session ends or when directed.

3.3 Eligibility. The Participant represents that the Participant meets the Park's age, height, weight, and health requirements for the Attractions used, and will not use any Attraction while impaired by alcohol or drugs.

3.4 Required grip socks. The Participant agrees to wear Park-required grip socks or footwear and appropriate clothing while using the Attractions.

4. Health Representations and Medical Authorization

4.1 Fitness to participate. The Participant represents that the Participant is in good health and has no medical condition that would make participation unsafe, or has obtained clearance from a physician to participate.

4.2 Disclosure. The Participant has disclosed any condition, injury, pregnancy, or limitation relevant to safe participation: **[LIST OR "NONE"]**, and understands the Participant should not jump if pregnant or recovering from injury.

4.3 Consent to treatment. In the event of injury or a medical emergency, the Participant authorizes the Park to arrange emergency medical care and transport, and is responsible for the cost of any treatment and related transport.

4.4 Emergency contact. The Participant's emergency contact is **[NAME, RELATIONSHIP, PHONE]**.

5. Release and Waiver of Claims

5.1 Release. To the fullest extent permitted by applicable law, the Participant releases, waives, and discharges the Park and its owners, officers, employees, court monitors, agents, contractors, and the manufacturers and lessors of the Attractions and equipment (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Participant's use of the Park and the Attractions, including claims based on the ordinary negligence of any Released Party.

5.2 Covenant not to sue. The Participant agrees not to sue or bring any claim against the Released Parties for any matter released under Section 5.1.

5.3 Limits of the release. This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful

misconduct. The scope and enforceability of liability waivers vary by jurisdiction; local law controls where it limits what may be released.

6. Indemnification

6.1 Indemnity. To the fullest extent permitted by applicable law, the Participant will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Participant, or by a third party, arising out of the Participant's use of the Park or breach of this Waiver, including reasonable attorneys' fees.

6.2 Exclusions. The indemnity in Section 6.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

7. Media and Property

7.1 Media release. The Participant **[grants / does not grant]** the Park permission to capture photographs or video of the Participant while at the Park and to use that media for the Park's promotional purposes without further compensation.

7.2 Personal property. The Participant is responsible for the Participant's personal property. The Park is not responsible for lost, stolen, or damaged property, whether or not stored in a locker or cubby.

8. Minor (if applicable)

8.1 Parent or guardian consent. If the Participant is under the age of majority in the governing jurisdiction, the undersigned parent or legal guardian represents that they have legal authority to consent on the Participant's behalf, agrees to all terms of this Waiver on the Participant's behalf, may sign once to cover all minor children identified below, and, to the fullest extent permitted by law, releases and indemnifies the Released Parties on the same terms as the Participant.

8.2 Acknowledgment. The parent or guardian understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

9. General Provisions

9.1 Governing law and venue. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.2 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

9.3 Entire agreement; amendment. This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the Park's admission terms, if any. This Waiver remains in effect for all future visits by the Participant until revoked in writing.

9.4 Binding effect. This Waiver binds and benefits the Parties and their heirs, next of kin, executors, administrators, successors, and assigns.

9.5 Acknowledgment of understanding. The Participant has read this Waiver, understands that it gives up substantial legal rights, including the right to sue, and signs it freely and voluntarily.

9.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date. The Participant acknowledges having read and understood this Waiver before signing.

PARTICIPANT

PARK

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

Parent or Guardian (complete only if one or more participants are minors):

PARENT / LEGAL GUARDIAN

Signature: _____

Printed name: **[NAME]**

Minor child(ren) covered: **[NAME(S) AND DOB(S)]**

Date: _____

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