



8th Grade Registration Form

June 17-20

(Monday-Thursday)

12:10 to 4:15pm each day

Cornerstone—Pathfinder Church
15800 Manchester Rd, Ellisville, MO

Your activities will include:

8th grade Group 1

Ice skating

Paintball/Zipline

Flying Spider

Aquaport

8th grade Group 2

North Pointe Aquatic

Brunswick Bowling

Skyzone

Sports Fusion

The first half of 8th graders that register will be assigned to Group 1. Participants will not necessarily attend events in this order.

Register by Sunday, May 26

Early Bird Cost—\$99

Register May 27 or later

Cost—\$120

Registering by the May 26 early bird deadline does not guarantee a spot. Register early!

Cost Includes:

Lunch (served each day at 12:10)

Transportation

Activities

Students must be picked up from Cornerstone at 4:15 pm each day.

Early pick up from off site locations is not allowed.

Questions?

Email Pua at pparker@pathfinderstl.org or call 636.779.2361

To complete your registration and **reserve your spot**, return the following to the VBS box located at the information station in the Pathfinder church lobby, drop off at the church office in the Ministry Center lobby, or mail to Pathfinder Church, 15800 Manchester Rd, Ellisville, MO 63011, Attn. After Party.

IMPORTANT: Your spot will be reserved when we have received ALL of the following:

1) Registration Form

2) Payment

** Make checks payable to Pathfinder Church.*

** Do not combine registration fees for Roar VBS and After Party in the same check.*

3) Participant Waiver(s)

** Waivers can be picked up in the lobby of the Ministry Center or the Cornerstone building; or downloaded from www.pathfinderstl.org*

You will receive a confirmation letter with your daily schedule no later than June 12.

Online registration is not available for this event.

If you would like to participate in the morning session of Roar VBS as a

CREW LEADER

you must submit a Crew Leader registration form.

Download the form at www.pathfinderstl.org



8th Grade Registration Form

Registrant Information:

Please Print

Name: _____

Street Address: _____

City & Zip: _____

Main Phone: _____

Student Cell: _____ Cell Carrier (ie. AT&T): _____

Birth Date: _____ Student Email: _____

Grade (Fall '19): _____ School: _____

Allergies/Special Needs: _____

Would you like to be placed in a group with a friend?

Print friend's names here: _____

Parent Information:

Parent Name(s): _____

Parent Cell Phone: _____ Parent Email: _____

Reserve your spot now!
After Party 2019
Registration Form
Student Ministry—Pathfinder Church
Register by May 26—\$99
Register May 27 or later—\$120

Parent Consent:

I, the undersigned, parent/legal guardian, do hereby give permission for

_____ (child's name), a minor, to participate in After Party the week of June 17-20, 2019. I authorize Pathfinder Church, Student Ministry, as agent for the undersigned to consent to any x-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care or service, which is deemed advisable and is to be rendered to said minor, under the general or specific supervision of any physician and surgeon licensed, or the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being rendered, but is given as specific consent to any and all such diagnosis, treatment, or hospital care which the physician, in the exercise of his/her best judgment, may deem advisable to protect the life and health of said minor child. I understand that when participating in After Party activities the registrant may be photographed for print, video, or electronic imaging. I understand that the images may be used in promotional materials for Pathfinder Church. I acknowledge that the images will be the sole property of Pathfinder Church.

Parent/Legal Guardian Name (please print): _____

Signature: _____ **Date:** _____

Emergency Contact Information for the week of After Party, June 17-20, should we not be able to reach a parent:

Name: _____

Phone: _____ **Relationship:** _____

IMPORTANT!! Do not forget to submit required participant waiver(s) and payment with this form. Registration will only be confirmed when all documents are received.

Office Use Only
Date _____
Check# _____
Amt _____ Waiver _____

Office Use Only
Group

Adventure Valley
ZIPLINE TOUR and PAINTBALL PARK
5320 State Road (Highway) MM
St. Louis (House Springs), MO 63051
(314) 366-1145
Fun@AdventureValley.com

**WAIVER & RELEASE OF LIABILITY FORM
PARTICIPANT USER AGREEMENT and EQUIPMENT RENTAL**

This waiver is a legal document, and all of its terms are important. PLEASE READ IT CAREFULLY.

I understand that I will participate in one or more of zipline, challenge course, paintball, and other outdoor activities (collectively, the “**Outdoor Activities**”) on the property of Adventure Mountain, LLC and Adventure Valley, LLC. I also understand that the ziplines, challenge course, and related activities are operated by Adventure Valley Zipline, LLC, and that the paintball fields and related activities are operated by Adventure Valley Paintball, LLC. I am giving this waiver and release of liability to Adventure Valley, LLC, Adventure Valley Zipline, LLC, Adventure Valley Paintball, LLC, and Adventure Mountain, LLC, and their agents, owners, associates, and all other persons or entities acting in any capacity on their behalf (collectively referred to herein as “**AV**”), whether or not I participate in all of the Outdoor Activities. In consideration of AV furnishing services or rental equipment to me to participate in the Outdoor Activities or enter upon property of AV, I (personally and as a guardian of any participating person) hereby voluntarily release, indemnify, discharge, hold harmless, and covenant not to sue AV, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate for any and all claims or liabilities arising out of any negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned or any other person illness, injury, paralysis, permanent disability, death, emotional injury, or damages of any nature in any way connected with my participation in the Outdoor Activities or being on the lands of AV. I understand, agree, and acknowledge that:

3. The Outdoor Activities, including ziplines, canopy tours, challenge courses, paintball, and hiking, have inherent risks, dangers, and hazards and these may exist in my use of AV property and equipment and my participation in the Outdoor Activities. My participation in the Outdoor Activities and use of any equipment may result in bodily injury, strains, fracture, partial or total paralysis, permanent disability, loss of eyesight or hearing, exposure to insect and snake bites, extreme temperatures and weather, slips, falls, collisions with other participants or objects, plant and animal encounters, injury and illness in remote areas without means of rapid evacuation or adequate medical care, or other ailments and events that could cause serious disability or death. These risks and dangers may be caused by the negligence of owners, employees, officers, or agents of AV, the negligence of participants or others, accidents, breaches of contract, forces of nature, or any other causes. If I choose to participate in the Outdoor Activities, risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, decisions or misjudgments of a guide,

weather, trail or property conditions, my ability to participate in the activity, falling from high platforms, stands or towers, tripping, falling, running into objects or people, animal and insect bites, and other hazards that are integral to recreational activities in outdoor or recreational environments. I assume the risk that I may be hit by paintballs, whether or not someone shooting a paintball is within the paintball fields or outside of the fields.

4. By participating in these activities and/or use of equipment, at any time, whether past, present, or future, I hereby irrevocably assume all risks, dangers, and responsibility for any losses or damages, whether caused in whole or in part by the negligence or conduct of the owners, agents, officers, or employees of AV or by any other person that may arise from foreseeable or unforeseeable causes. I, on behalf of myself or as legal guardian of any participant, understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of AV. I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Outdoor Activities or AV property, or else I agree to bear the costs of such injury or damage myself. If AV employees perform any work on my equipment, I hereby release them and AV from any damage or injury that may occur, regardless of whether such employees were negligent or careless in any way.
5. **I represent and acknowledge that: (A) If participate in the ziplines: (1) My body weight is 250 pounds or less, and I have no physical conditions preventing me from following instructions or that might be aggravated by participating; and (2) I must operate a hand brake on the ziplines, I am solely responsible for operating it, and I release AV and its employees from any and all liability in connection with my use of, or the condition of, the hand brake; (3) I must wear a harness, helmet, and gloves, and I will keep them on and use them properly at all times; and (4) I will follow all directions of the guides, and I release them and AV from all liabilities regardless of any directions they may or may not give me. (5) I understand English, and can follow all instructions of the guides. (B) If I participate in open play paintball, I am 12 years old or older, and if I participate in a private group, I am 10 years old or older. (C) If I play paintball, I will always wear approved goggles while in any paintball field or when referees tell me, and will always keep a barrel sleeve on my gun when I am not in a paintball field or when referees tell me. (D) I have adequate insurance to cover any injury or damages I may suffer or cause, or else I agree to bear the costs of such injury or damage myself.**

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE THAT IT IS MY INTENTION TO RELIEVE AV FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS), AM HURT, DIE, OR MY PROPERTY IS DAMAGED, I AM GIVING UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST AV FOR ANY INJURY, DAMAGE OR DEATH. I EXPRESSLY ASSUME ALL RISKS. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS ON BEHALF OF MYSELF AND AS GUARDIAN OF ANY PARTICIPANT. The venue of any dispute that may arise out of this agreement or otherwise between the parties shall be the Circuit Court of St. Louis County, Missouri, but this does not in any way affect the enforceability of the above waiver and release.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in the Outdoor Activities, and I sign this release on their behalf and

represent that I am a lawful parent or guardian of the participant. In addition, I give AV permission to treat said minor in case of illness, injury, emergency, or accident, and release all persons associated with AV for any liability related to any such treatment. Should emergency medical services become necessary for me or such minor, the expenses are the sole responsibility of the participant. AV reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of AV while on their lands or participating in their activities. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I also give permission, individually and on behalf of any minor, to use any photographs, videos, or images of me and any minor in any advertising or promotions, unless and until I request that AV remove such images, at which time I understand that AV shall have no obligation to do so until any such promotional campaign has ended.

I have read this Release, and am bound by it whether or not I have read it. I also agree to all of the Rules that AV may set concerning the Outdoor Activities, which are incorporated in this Release.

Participant's Printed Name: _____

Signature: _____ **Date:** _____

Address: _____

Phone No.: _____

Guardian's Printed Name (if under 18): _____

Signature: _____

EQUIPMENT RENTAL (Paintball only): I am renting or borrowing the following items, and I am responsible for their return. I agree to pay any cost of replacement if I damage or fail to return any of these items, and I authorize Adventure Valley to charge any credit or debit card I may use at Adventure Valley for this purpose.

() Marker, Bottle, Hopper, Goggles Number of items _____

() Pistol Number of items _____

() Pods Number of items _____

() Harness (2 Pods) (4 Pods) Number of items _____

() Neck Protector Number of items _____

() Chest Protector. Number of items _____

() _____ Number of items _____ Rev. 7-25-2017



Participant Agreement, Release and Assumption of Risk (The Agreement) – Sky Zone Fenton

Please print and fill out highlighted areas completely or complete electronically at www.skyzone.com/fenton

Must be completed for participants under the age of 18 (Print up to four names/birth dates below of children of the SAME parent, legal guardian, or power of attorney):		
Minor Participant 1: First Name	Last Name	Birth Date
Minor Participant 2: First Name	Last Name	Birth Date
Minor Participant 3: First Name	Last Name	Birth Date
Minor Participant 4: First Name	Last Name	Birth Date

I have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified above and all minor children under my supervision and referred to individually and collectively herein as "Child", to use the Sky Zone facilities and equipment located at 631 Gravois Road Fenton, MO 63026, (the "Sky Zone Facility"). 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 consideration for being allowed to use said facilities and equipment, and any other services provided by Innovative Heights Fenton LLC or its employees or agents at said location, or any other location within the State of Missouri, 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 Innovative Heights Fenton LLC, RPSZ Construction LLC, Sky Zone Franchise Group LLC, Sky Zone LLC, and their 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, "SZ"). **I AGREE TO HOLD HARMLESS, RELEASE, AND DISCHARGE SZ FROM ANY AND ALL LIABILITY FOR INJURIES, CLAIMS, AND/OR DAMAGES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF I CONTEND THAT SUCH INJURIES, CLAIMS, OR DAMAGES ARE THE RESULT OF NEGLIGENCE OF SZ OR ITS EMPLOYEES.**

RELEASE OF POTENTIAL INJURIES

I acknowledge and agree that the use of trampolines and the other equipment at the Sky Zone 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 Sky Zone Facility are monitored generally by Sky Zone 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, Sky Zone 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.

SPECIFIC RELEASE FOR "GLOW" ACTIVITIES

 (Initial Here) I acknowledge that the Sky Zone Facility may at any time engage in a promotion referred to as "Glow", and other similar programs and activities, that involve the use of reduced and altered or theatrical lighting and special effects, which can increase the inherent and obvious dangers of the activity and can lead to physical or emotional injury, paralysis, death, or damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that special rules apply to "Glow" activities, and the other programs and activities that involve the use of reduced and altered or theatrical lighting and special effects, and that I and the Child may choose not to participate in such activities. I acknowledge and agree that I and the Child may participate voluntarily in the "Glow" and other similar programs and activities solely and exclusively at our own risk, and that by participating, we waive the right to seek damages for any injuries that occur.

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 Sky Zone Facility employees could cause me or the Child significant bodily injury (as described in this Agreement), and that SZ is not responsible for the actions or activities of customers using the Sky Zone Facility or the negligence of its employees in supervising the Sky Zone 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 Sky Zone facility and participation in Sky Zone activities.
- b) Participants may suffer cuts, scrapes, bumps, bruises, the transmission of disease strains and allergic reactions through use of the Sky Zone 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).
- f) Participation during reduced or altered lighting "Glow" events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, collide with other jumpers, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.

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 Sky Zone 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 Sky Zone 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 SZ, 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 Sky Zone Facility, premises and/or its equipment (whether trampolines or otherwise), the Child's and/or my entry into the Sky Zone Facility, the condition, maintenance, inspection, supervision, control or security of the Sky Zone Facility, the failure to warn of dangerous conditions in connection with the Sky Zone Facility, and/or the acts or omissions of SZ 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 Sky Zone 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 Sky Zone 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.

 (Initial Here) On the Child's and my behalf, I understand and fully acknowledge and agree that all of the risks identified herein and any other risks associated with use of the Sky Zone facility and its equipment are beyond the control of the Releasees. I agree and acknowledge that should SZ or any other Releasee or anyone acting on their behalf, be required to incur attorneys' fees and/or costs to enforce this agreement, I agree to immediately defend, indemnify and hold SZ and any other Releasee or them harmless for and against all such attorneys' fees and/or costs.

ARBITRATION OF DISPUTES; WAIVER OF JURY TRIAL; TIME LIMIT TO BRING CLAIM

(Initial Here) I, ON BEHALF OF MYSELF AND/OR MY CHILD(REN), HEREBY WAIVE ANY RIGHT I AND/OR MY CHILD(REN) MAY HAVE TO A JURY TRIAL AND AGREE THAT ANY DISPUTES REGARDING ACCESS TO AND/OR USE OF THE SKY ZONE PREMISES AND/OR ITS EQUIPMENT, THIS AGREEMENT, AND/OR THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE SHALL BE DETERMINED BY BINDING ARBITRATION. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against SZ and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) above will NOT have the right to have claim(s) determined by a jury. Reciprocally, SZ and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE SKY ZONE PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF THE SKY ZONE FACILITY, MISSOURI, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Missouri, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com, and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and, Policy On Consumer Minimum Standards Of Procedural Fairness.

PHOTO/VIDEO/SOCIAL MEDIA WAIVER

In connection with my and the Child's use of the Sky Zone 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 SZ 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 Sky Zone 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.

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 Sky Zone, whether at the current location or any other location or facility.

I UNDERSTAND SAFETY IS MY RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- a) I 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) I 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) I have a duty to properly use all safety equipment provided, whether for the trampolines at the trampoline court, or otherwise.
- d) I have a duty to not participate in any activity on any trampoline court, or engage in other activities or use other equipment, if I 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 I may be pregnant.
- e) I have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
- f) I have a duty to avoid bodily contact with other patrons.
- g) I 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) I have a duty to avoid crowding or overloading individual sections of the trampoline court, or other equipment.
- i) I have a duty to use the trampoline court, and other equipment, within my own limitations, training and acquired skills.
- j) I 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) I also agree to follow and obey all posted and stated warnings and patron education signs.
- l) I agree to explain all safety rules to each Child I accompany, and to ensure that each Child obeys the safety rules.

I would like to receive email promotions, discounts, and other advertisements from SZ and its partners at the email address provided below. I may unsubscribe at any time.

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 Sky Zone 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 SZ and me relating to the Child's and my use of the Sky Zone 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 Sky Zone Facility. I am 18 years of age or older.

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 ANY SKY ZONE RELATED ENTITY, EVEN IF I CONTEND SUCH INJURIES ARE THE RESULT OF NEGLIGENCE OF SZ OR ITS EMPLOYEES.

Parent/Legal Guardian/Power of Attorney/Participant' Signature (if 18 or older) _____

Date: _____

Parent/Legal Guardian/Power of Attorney/Participant' Information (if 18 or older)
Please Print Clearly Using Blue or Black Ink.

Signer First Name		Signer Last Name		Signer Birth Date	
Street Address			City	State/Province	Zip/Postal Code
Phone Number			Email Address		

Check box if you would not like to receive free email promotions and discounts to the email address provided above, I may unsubscribe from emails at any time.

CIRCUSTRIX MISSOURI, LLC (DBA FLYING SPIDER), PARTICIPANT 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)

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE CIRCUSTRIX FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF CIRCUSTRIX, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT. Initials: _____

In consideration of being allowed to participate in 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 CIRCUSTRIX MISSOURI, LLC (DBA FLYING SPIDER), and its agents, owners, 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 "CIRCUSTRIX"), 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 CIRCUSTRIX 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 CIRCUSTRIX'S premises and facilities. It is further warranted that such entry into CIRCUSTRIX'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 CIRCUSTRIX provides; and (ii) I/we are not 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) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue CIRCUSTRIX, including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment in CIRCUSTRIX'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 CIRCUSTRIX or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. 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 CIRCUSTRIX 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 negligence of CIRCUSTRIX or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the 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) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of CIRCUSTRIX and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless CIRCUSTRIX 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 CIRCUSTRIX and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against CIRCUSTRIX and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments CIRCUSTRIX and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of CIRCUSTRIX 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 CIRCUSTRIX for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to CIRCUSTRIX or its facility and/or to any and all other persons and entities acting in any capacity on behalf of CIRCUSTRIX.

(3) **ATTORNEYS' FEES:** I promise to indemnify CIRCUSTRIX for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of CIRCUSTRIX, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering CIRCUSTRIX and participating in the ACTIVITIES, I hereby grant CIRCUSTRIX 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 CIRCUSTRIX 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 waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) **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 CIRCUSTRIX, whether at the current location or any other location or facility. 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.

(6) **VENUE:** In the event a lawsuit is filed against CIRCUSTRIX, I agree to the sole and exclusive venue of West County, Missouri. I further agree that the substantive law of Missouri shall apply without regard to any conflict of law rules.

By signing this document, 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 against CIRCUSTRIX on the basis of any claim from which I have released CIRCUSTRIX 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 CIRCUSTRIX 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 CIRCUSTRIX 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 CIRCUSTRIX 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.

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.
This waiver is good for one day only.**