



## Assumption of Risk, Waiver of Liability, And Indemnification Agreement

Dutchess County

**Nature of the Activity:** Bounce Hudson Valley, Inc. DBA BOUNCE! Trampoline Sports (hereafter referred to as BOUNCE!) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can produce many benefits for the client – including pleasure, opportunity for competition, improved physical fitness, and many health benefits. However, while there are many benefits to trampolining, it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN knows that trampoline activities involve some risks of injury that are inherent to the activity. *While it is impossible to eliminate all risk and possibility of injury*, BOUNCE! 1) has designed the facility with safety as a prime concern, 2) provides an instructional safety video, 4) provides general supervision of activities, 4) has developed policies that focus on safety, and 5) has reduced the major traditional hazard of trampoline jumping (striking a hard surface or the floor). The ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN should also be aware that there are risks involved in observing. Spectator risks include, but are not limited to, trip & falls and collisions when too close to the trampoline areas.

Activities available at BOUNCE! include, but are not limited to: General Trampoline Jumping, Dodgeball, Slam Dunk Basketball, Foam Pit Jumping, Group & Corporate Events, Parties, Competitions, Tournaments, Arcade Area, skateboarders - boogie boarders - snowboarders skill practice, a Trampoline area with a foam pit for those aged 6 and under, and a ninja course consisting but not limited to angled steps, rings, monkey bars, cargo net climbing, slack lines, hanging net bags, and angled trampolines. Participation, used here, is defined as being on the premises, whether playing, competing, observing, snacking, or otherwise.

Inherent risks might be divided into two types – the first of which is those risks inherent in any trampoline jumping (e.g., landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips that are beyond participant's capacity; landing on a hard surface or the wrong trampoline; unexpected failure of the equipment [including, but not limited to, trampoline surface, attachments, and padding]; flipping, running, or bouncing off walls; double bouncing [more than one person on a trampoline], creating a rebound effect causing injury; erratic behavior of the participant or of other participants; staff failure to adequately instruct or warn; and judgment error by staff [including, but not limited, to error in judging the ability of participants, failure to anticipate developing situations, and momentary distractions]). The second type of inherent risk is those risks related to the specific trampoline activities offered (e.g., dodgeball, basketball dunk). These include, but are not limited to, being struck in the face or head by the ball; over-exertion; and striking a backboard or goal.

BOUNCE! feels the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN should understand the three types of injuries that can occur. First is the common Minor Injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the Serious Injury. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). These are infrequent, but can and do occasionally occur. The third type of injury is the very rare Catastrophic Injury. Some examples are brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death.

**Assumption of Inherent Risks:** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN have read the above paragraphs and **know** that BOUNCE! trampoline activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of BOUNCE! activities and their potential impact on my well-being, lifestyle, and both current and potential future careers. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

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**Waiver of Liability for Ordinary Negligence:** In consideration of permission to use the BOUNCE! property, facilities, and services, today and on all future dates, **I**, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as Releasing Parties] **do hereby release, waive, discharge, and covenant not to sue** Bounce Hudson Valley, Inc. (dba Bounce! Trampoline Sports), the owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as Protected Parties] from liability **from any and all claims arising from 1) the ordinary negligence** of BOUNCE! or other *protected parties*, and from 2) the presence of myself and/or the MINOR PARTICIPANT(S) on the premises of BOUNCE!.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, the following:

- Illnesses, personal injury (including death), and/or economic loss to the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN arising from participation in any BOUNCE! activity or their presence on the premises.
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of BOUNCE! from any claims and rights that the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN **1) now have against BOUNCE! and/or 2) may have in the future against BOUNCE!**

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**Indemnification Agreement:** I, the ADULT PARTICIPANT or PARENT/LEGAL GUARDIAN, **agree to hold harmless, defend, and indemnify BOUNCE!** and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from ADULT PARTICIPANT OR MINOR

PARTICIPANT(S) & PARENT/LEGAL GUARDIAN injury or loss due to participation at BOUNCE! (including claims arising from the **inherent risks** of BOUNCE! activities and those arising from the **ordinary negligence** of BOUNCE! or *Protected Parties*).

**I further agree to hold harmless, defend, and indemnify BOUNCE!** and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from conduct of ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN in the course of participation at BOUNCE! (including claims arising from the inherent risks of BOUNCE! activities and those arising from the **ordinary negligence** of BOUNCE! or *Protected Parties*).

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**Clarifying Clauses:**

- I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, confirm that this is the entire agreement between me and BOUNCE! and cannot be modified or changed in any way by representations or statements by any agent or employee of BOUNCE!.
- I also understand that if legal action is brought, the **appropriate trial court** for Dutchess County in the state of New York or United States District Court for the Southern District of New York has the sole and exclusive jurisdiction and that only the substantive laws of the State of New York shall apply.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of New York** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgements:** I, the ADULT PARTICIPANT OR MINOR PARTICIPANT(S) & PARENT/LEGAL GUARDIAN, certify:

*(Capability Assertions)*

- That participant possesses a sufficient level of skill and physical fitness for participation in BOUNCE! trampoline activities.
- That participant has no health problems that would increase his/her risk for injury during participation at BOUNCE!
- That I acknowledge that BOUNCE! encourages each participant to get medical clearance prior to participation.
- That I acknowledge that it is the participant's duty cease exercise immediately and to inform staff if he/she feels any unusual discomfort or is injured during participation.

*(Behavior Agreements)*

- That participant agrees to attempt only activities that he/she feels capable of performing without increased risk of injury.
- That participant has viewed (or will view) the safety video prior to participation on his/her first visit to BOUNCE!.
- That participant agrees to obey all safety rules and alert staff to any rules violations or dangerous behavior of co-participants.
- That I acknowledge that the provider has authority to end participation if it presents a danger to self or others.

*(Emergency Authorizations)*

- That I authorize BOUNCE! to administer emergency first aid, CPR, and use an AED when deemed necessary.
- That I authorize BOUNCE! to secure emergency medical care or transportation when deemed necessary.
- That I agree to assume all costs of emergency medical care and transportation.
- That I agree to **inform BOUNCE! of any injury** (even minor injuries) **prior to leaving the BOUNCE! facility.**

*(Use of Images)*

- That I give permission to BOUNCE! to use any photographs, images, or likenesses taken of me and/or MINOR PARTICIPANTS in its marketing brochures, ads, videos, or other media.

**Acknowledgment of Understanding:** I, the ADULT PARTICIPANT or MINOR PARTICIPANT(S) & PARENT/ LEGAL GUARDIAN, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. **I understand that I am giving up substantial rights that might belong to me and/or my MINOR PARTICIPANT(S)** including: **1)** my right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at BOUNCE!; **2)** my right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at BOUNCE!; and **3)** the right of my MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at BOUNCE!.

I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to 1) **ordinary negligence** by BOUNCE! and the other *Protected Parties* or to 2) the **inherent risks** of BOUNCE! activities, to the greatest extent allowed by law in the State of New York. *Further, I, certify that I am the PARENT/LEGAL GUARDIAN of the MINOR PARTICIPANT(S) and assert that I have explained the risks of the activity to my child(ren) and that each child understands the inherent risks and assumes those risks.*

\_\_\_\_\_  
 Name of Adult Participant      Signature of Adult Participant      Date      Email Address \_\_\_\_\_

\_\_\_\_\_  
 Name of PARENT/GUARDIAN (Print)      Signature of PARENT/ GUARDIAN      Date      Email Address \_\_\_\_\_

**Minor Participants**

_____	_____	_____	_____	_____	_____	_____	_____
Name	Age	Birthdate	Name	Age	Birthdate	Name	Age
_____	_____	_____	_____	_____	_____	_____	_____
Name	Age	Birthdate	Name	Age	Birthdate	Name	Age