



**REPRESENTATIONS, EXPRESS ASSUMPTION OF RISKS,
AND RELEASE OF LIABILITY, WITH RELEASE FOR
MINOR CHILD PARTICIPANTS AND INDEMNIFICATION AGREEMENT**

A. REPRESENTATIONS

“You” includes the signator to this Agreement as well as any minor child or children on whose behalf you are signing as their parent or legal guardian. You represent and warrant that you are a biological parent with custodial rights or are a recognized legal guardian with authority to sign on any minor’s behalf for whom you are signing for participation in activities at The Bounce Club, LLC/ Big Bounce, LLC (hereafter sometimes referred to as the “Club”).

You represent (a) that you understand that use of Club’s equipment, facilities, services, programs, and premises includes an inherent risk of injury to persons and property, (b) that you, or a minor child on whose behalf you are signing, are in good physical condition and have no disabilities, illnesses, or other conditions that could prevent you from exercising and using the Club’s premises, equipment, and/or facilities without injuring yourself or impairing your health, and (c) that you have consulted a physician concerning an exercise program that will not risk injury to yourself or your minor child or impairment of yours or your minor child(ren)’s health. Such risk of injury includes, but is not limited to, injuries arising from or relating to use by you or others of exercise premises, equipment, and machines, locker rooms, any wet areas, and other Club facilities; injuries arising from or relating to participation by you or others in supervised or unsupervised activities or programs through the Club; injuries and medical disorders arising from or relating to use of the Club’s facilities such as heart attacks, strokes, heat stress, sprains, strains, broken bones, and torn muscles, tendons, and ligaments, among others, and accidental injuries occurring anywhere in the Club including lobbies, hallways, exercise areas, restrooms accidental injuries include those caused by you, those caused by other persons, and those of a “slip-and-fall” nature. If you have any special exercise requirements or limitations, you agree to disclose them to the Club before using the Club’s facilities and when seeking help in establishing an exercise program, you hereby agree that all exercise and use of the Club’s facilities, services, programs, and premises are undertaken by you at your sole risk. You hereby release and hold the Club harmless from, and hereby assume all responsibility for all claims, demands, injuries, damages, actions or causes of action whatsoever to persons or property, arising out of, or connected with your or your minor child’s use of the Club’s facilities, premises, services, its employees, or its agents. As used herein, the terms “include,” “including,” and words of similar import are descriptive only, and are not limiting in any manner.

You also acknowledge and represent that you realize and appreciate that access to and use of the Club's facilities during nonsupervised times increases and enhances certain risks to you. You realize that if you use the Club during non-supervised hours, any emergency response to you in the event of need for same may be impossible or delayed. While we encourage you to use the Club's facility with a partner during non-supervised times, you may choose to do so without a partner, therefore enhancing and increasing the risks to you as to the provision of first aid and emergency response. You realize that a delay in the provision of first aid and/or emergency response may result in greater injury and disability to you and cause or contribute to your death.

B. EXPRESS ASSUMPTION OF RISK

You have represented to us and acknowledged that you understand and appreciate all of the risks associated with your participation in various activities at the Club and in the use of equipment/facilities at the Club, including the risks of injury, disability, and death. You have also acknowledged that there are greater or enhanced risks to you or your minor child if you decide to use the Club's facility during non-supervised times, or allow your minor child to use the Club’s facilities during non-supervised times. Knowing and appreciating all of these risks and enhanced risks, you have knowingly and intelligently determined to expressly assume all risks associated with all of your and if applicable, your minor child(ren)’s activities and use of equipment/facilities at the Club.

C. AGREEMENT FOR RELEASE OF LIABILITY

1. In consideration of being allowed to participate in the activities and programs of The Bounce Club, LLC/ Big Bounce, LLC, and to use its equipment/facilities, machinery in addition to the payment of any fee or charge, if applicable, I do hereby waive, release and forever discharge The Bounce Club, LLC/Big Bounce, LLC, and their members, managers, agents, employees, representatives, successors and assigns, administrators, executors, and all others from any and all responsibilities or liability from injuries or damages resulting from my participation and any of my minor child(ren)’s participation in any activities or my use of equipment/facilities or machinery in the above-mentioned activities. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself and if applicable to my minor child(ren), including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of The Bounce Club, LLC/ Big Bounce, LLC. This provision shall apply to ordinary acts of negligence

