

## Sky High Sports Customer Release of Liability and Assumption of Risk

I hereby agree to release, indemnify and discharge Sky High Sports, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1 I acknowledge that my participation in SKY HIGH SPORTS trampoline games entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Trampoline entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampoline exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from trampoline location raises the possibility of any manner of transportation accidents. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.  
Furthermore, SKY HIGH SPORTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- 2 I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3 I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SKY HIGH SPORTS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SKY HIGH SPORTS equipment or facilities, including any such claims which allege negligent acts or omissions of SKY HIGH SPORTS.
- 4 Should SKY HIGH SPORTS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5 I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
- 6 In the event that I file a lawsuit against SKY HIGH SPORTS, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SKY HIGH SPORTS on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name of Participant \_\_\_\_\_ Birth Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

### **Parent's or Guardian's additional indemnification (for all participants under the age of 18)**

In consideration of above minor's name ("Minor") being permitted by SKY HIGH SPORTS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SKY HIGH SPORTS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Signature of Participant *over 18* **OR** Parent or Guardian *if Minor* \_\_\_\_\_

Print Parent or Guardian Name \_\_\_\_\_ Date \_\_\_\_\_