

WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM OWNER LIABILITY FOR TRAMPOLINE PARK

I, _____, on behalf of _____, (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge SPRING CITY, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ITS MEMBERS, MANAGERS and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, SPRING CITY, LLC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that said CHILD will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me, said CHILD, or property, that I or CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets and activities of and requested of this trampoline park, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Spring City, LLC including but not limited to receiving trampoline park lessons at the facility, using the facility and its equipment in any manner form or fashion, and practicing and/or engaging in trampoline park activities or competitions, or other related activities whether requiring the use of trampolines or not, on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Spring City, LLC whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

I understand and agree to arbitrate any dispute arising out of my use of the trampoline park and

ancillary activities thereto. I am waiving my right to maintain a lawsuit against Spring City, LLC 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. Spring City, LLC, reciprocally, and other releases waiver their right to maintain a lawsuit against me for any and all claims covered by this Agreement, and will not be entitled to a decision by a jury. Any dispute, claim or controversy arising out of or relating to my child's access to and/or use of the Spring City, LLC premises and/or its equipment, including the determination of the scope or applicability of this agreement to arbitrate shall be brought within one (1) year of the date of the alleged injury or damage that was allegedly sustained in the county where the facility is located.

This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Nebraska, without regard to choice of law principles.

Date

Printed Name of Child

Printed Name of Parent (Guardian)

Signature of Parent (Guardian)