

SKYMANIA! Customer Release of Liability and Assumption of Risk

In consideration of being permitted by Platinium Fun Inc. (d/b/a SKYMANIA! Seattle), RPSZ Construction, LLC, and Par Mac and Associates their agents, owners, officers, affiliates, volunteers, participants, employees, successors, assigns and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "SMRC") to participate in its activities and to use its equipment and facilities, I hereby agree to **release, indemnify and discharge** SMRC, (the "RELEASED PARTIES") 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 SMRC trampoline games or activities 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: Trampolines expose 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, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participant's own risk. There is also a risk of colliding with or being landed on by jumpers of a different size. Similar risks are also inherent in using the foam pit. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, SMRC 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 be loose, out of adjustment or malfunction. There is also a risk that SMRC employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

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 defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in SMRC activities or my use of SMRC's equipment or facilities including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**

4. Should SMRC 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 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 I may have.

6. In the event that I file a lawsuit against SMRC, I agree to do so solely in the state of Washington, King County Superior Court and I further agree that the substantive law of Washington 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.

7. **I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless SMRC from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES.

I further grant SMRC, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I would like to receive free email promotions and discounts to the email address provided above. I may unsubscribe to emails from SKYMANIA! Seattle at any time.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right or the minor participant's right to maintain a lawsuit against SMRC or any RELEASED party 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.

NAME(S) AND BIRTH DATE(S) FOR ALL CHILDREN UNDER 18
***Section is required if you are releasing the liability for children under 18**

Parent's or Legal Guardian's additional agreement, indemnification, Release of Liability and Assumption of Risk. – Must be completed for participants under the age of 18. In consideration of the Minor Child(ren) being allowed to participate in the activities of SMRC, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor as if the Minor Child was eighteen years old or older. **I represent that I have full authority as Parent or Legal Guardian to bind the minor participant(s) to this agreement.**

NAME MINOR #1 _____ DATE OF BIRTH _____ Relationship _____

NAME MINOR #2 _____ DATE OF BIRTH _____ Relationship _____

SIGNATURE OF PARTICIPANT AND/OR PARENT or LEGAL GUARDIAN

Participant's and/or Parent or Legal Guardian (if Minor) Signature _____

Print Name: _____ Date _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-Mail: _____ Phone: _____ Date of Birth: _____

Emergency Contact Phone: _____ Relation _____

Waiver accepted by _____ (SMRC Employee)