

FX UNLIMITED INC. PARTICIPANT AGREEMENT, GENERAL RELEASE AND ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY
BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS

Definitions:

FX UNLIMITED INC. Guest-refers to a minor Guest, parent(s)/legal guardian(s), adult Guests, spectators and anyone on the premises of 1100 N 18th Ave, Hiawatha, IA 52233.

Participation-refers to any activity on the premises, whether playing, competing, observing, eating or otherwise.

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, basketball, soccer, aerial training, fitness classes, trampoline courts, foam pit activities, wall climbing, rock climbing, belaying, training, bungee trampoline, soft play area, miniature golf, and concession access and any other amusement activities (collectively ACTIVITIES), provided by FX UNLIMITED INC. and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively FX UNLIMITED INC.). I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge FX UNLIMITED INC. on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

1. **ASSUMPTION OF INHERENT RISKS:** I acknowledge that I and my minor child(ren)/ward(s) are participating voluntarily at our own risk. I acknowledge and agree that the actions or ACTIVITIES of other customers or the actions or inactions of FX UNLIMITED INC. could cause me or my minor child(ren)/ward(s) significant bodily injury and FX UNLIMITED INC. is not responsible for the actions or ACTIVITIES of customers using the facility or the negligence of its employees in supervising the FX UNLIMITED INC. facility or its usage, including actions, ACTIVITIES, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:
 - a. Participants may die or become paralyzed, partially or fully, through their use of the facility and participation in ACTIVITIES.
 - b. Participants may suffer cuts, bumps, bruises, concussions, muscle strains, headaches, the transmission of disease strains and allergic reactions through use of the FX UNLIMITED INC. facility equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of participating in ACTIVITIES or making contact with other participants. Participation in ACTIVITIES may result in heat stroke, heart attack, dehydration and other exertion-related medical events.
 - c. Participants may fall on each other, resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, flipping, running and bouncing off of the walls and wall-mounted trampolines, and other participant body movements (whether planned or unplanned) can create a rebound effect and lead to unpredictable body movements and anticipated or unanticipated bodily contact, any or all of which can lead to serious injury.
 - d. Falling or slipping from any surfaces.
 - e. Colliding with, hitting, or being hit by objects that include other persons, ropes, webbing, dropped items, climbing holds, projections, mats, the floor, the ground, or any other objects.
 - f. The use and misuse of ropes, belay devices, auto-belay devices, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall or bouldering structure.
 - g. The failure or malfunction of any equipment, machines, devices or other objects.
 - h. Delayed, insufficient, or negligent response by emergency personnel or the rescue operations of FX UNLIMITED INC.
 - i. Observing, standing, sitting or taking photographs at or near ACTIVITIES can result in similar physical injury.
 - j. Participation during reduced and altered lighting or theatrical lighting and special effects events can affect depth perception and visibility and may cause participant to fall, slip, misstep, collide with other jumpers, or collide with equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.
2. **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily forever release, indemnify and discharge FX UNLIMITED INC. and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by FX UNLIMITED INC., whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of FX UNLIMITED INC.
3. **INDEMNIFICATION AGREEMENT:** I, the FX UNLIMITED INC. Guest, hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by FX UNLIMITED INC. including, but not limited to, any and all attorneys' fees, costs, damages and/or judgment FX UNLIMITED INC. incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to FX UNLIMITED INC. and/or any and all other persons and entities acting in any capacity on behalf of FX UNLIMITED INC.
4. **ATTORNEYS' FEES:** I, the FX UNLIMITED INC. Guest, promise to indemnify FX UNLIMITED INC. for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of FX UNLIMITED INC., prejudgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.
5. **PHOTO/VIDEO/SOCIAL MEDIA RELEASE:** I, the FX UNLIMITED INC. Guest, by participating in the ACTIVITIES, I hereby grant FX UNLIMITED INC. the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with FX UNLIMITED INC. and to use the photograph and /or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

6. **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit FX UNLIMITED INC., whether at the current location or any other location or facility. 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 Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

VENUE/ARBITRATION: In the event a lawsuit is filed against FX UNLIMITED INC., I agree to the sole and exclusive venue of Linn County. I further agree that the substantive law of Iowa shall apply without regard to any conflict of law rules. I also agree that if any portion of the agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in Linn County, Iowa, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:

- You acknowledge that there are inherent risks in the participation in or on any trampoline court, and that such risks include not only the use of trampolines, but other ACTIVITIES and equipment. Patrons of FX UNLIMITED INC. who engage in ACTIVITIES or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while engaging in such ACTIVITIES. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
- You have a duty to not participate in any ACTIVITIES when under the influence of drugs or alcohol.
- You have a duty to not participate in any ACTIVITIES if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, known pregnancy, any history of spine, musculoskeletal or head injuries. Each FX Unlimited Inc. Guest is encouraged to get medical clearance prior to participation.
- You have a duty to participate in any ACTIVITIES within your own limitations, training and acquired skills.
- You have a duty to remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges, jewelry and so forth.
- You have a duty to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- You have a duty to avoid bodily contact with other patrons.
- You have a duty to conform with or meet height, weight or age restrictions imposed by the manufacturer or owner to use or participate in any ACTIVITIES.
- You have a duty to avoid crowding or overloading individual sections of the trampoline court, climbing area or other equipment.
- You also agree to follow and obey all posted and stated warnings and patron education signs and acknowledge that staff may need to end your participation if you present a danger to yourself or others.
- You authorize FX UNLIMITED INC. to administer emergency first aid, CPR, and use an AED when deemed necessary.
- You authorize FX UNLIMITED INC. to secure emergency medical care or transportation when deemed necessary and you agree to assume all costs of emergency medical care and transportation.
- You agree to inform FX UNLIMITED INC. of any injury (even minor injuries) prior to leaving the FX UNLIMITED INC. facility.
- You agree to not hold FX UNLIMITED INC. responsible for personal property damage or loss.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against FX UNLIMITED INC. on the basis of any claim from which I have released FX UNLIMITED INC., and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. FX UNLIMITED INC reserves the right to review your license and other forms of ID to verify identity and age.

Please Complete All Fields Below	
Signature (Parent or Guardian): _____	Date: _____
Parent Name (Please Print): _____	
Address: _____ City: _____ State: _____ Zip: _____	
Parent/Guardian Driver's License Number: _____	
Participant (Jumper 1): _____	Date of Birth: _____
Participant (Jumper 2): _____	Date of Birth: _____
Participant (Jumper 3): _____	Date of Birth: _____
Participant (Jumper 4): _____	Date of Birth: _____
Participant (Jumper 5): _____	Date of Birth: _____

Office Use Only		
Jump Date ___ / ___ / ___	Jump Time ___ : ___	Employee Initials/# _____