

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

*Jinx Entertainment, LLC dba Hijinx*

In consideration for gaining access to 161 Jump Street, Lufkin, TX 75904 (the "Location"), and engaging the services of Jinx Entertainment, LLC dba: Hijinx and/or MRS Rentals, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as "Hijinx" ), I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, agree as follows:

- ☐ I acknowledge that my participation in HIJINX trampoline games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT HIJINX WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED UNLESS SUCH INJURY WAS CAUSED BY GREATER THAN ORDINARY NEGLIGENCE OF HIJINX. In consideration of HIJINX allowing my participation in trampoline games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge HIJINX of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to HIJINX's ordinary negligence: and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that except in the event of HIJINX's gross negligence and willfull and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against HIJINX for any economic and non-economic losses due to bodily injury, death, property damage sustained by me and/or my minor child(ren) that are in any way associated with HIJINX trampoline games or activities. Should HIJINX or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.
- ☐ I certify that I am physically able to participate and that my child(ren) is/are physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) may have. I acknowledge that I have read the rules, (the "HIJINX Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the HIJINX Rules to the child(ren) listed in this waiver. I understand that the HIJINX Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location. I, for myself and on behalf of my child(ren) and/or legal ward heirs, administrators, personal representatives, or assigns, 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. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in effect the time of the alleged injury or damage. I further agree that the arbitration will take place solely in the state of Texas and that the substantive law of Texas shall apply. If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against HIJINX that is found to violate the terms of this Agreement, in addition to my agreement to defend and indemnify HIJINX, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to HIJINX. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I further grant HIJINX the right, without reservation or limitation, to videotape, and/or record me and/or my child(ren) on closed circuit television.

I further grant HIJINX the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren), by any available means and to use my or my child(ren)'s name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from HIJINX 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 to maintain a lawsuit against HIJINX on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.**

## SIGNATURE OF PARENT/LEGAL GUARDIAN OR PARTICIPANT OVER 18

Complete this section if you are signing for yourself and are over 18 years of age and/or are the parent or legal guardian signing for a minor child.

Parent OR Legal Guardian or Participant over 18 years

**Print Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Today's Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Valid for 1 year)

**DOB of Parent or Legal Guardian or Participant over 18 years:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18

This section is required if you are releasing the liability for children under 18 parent's or legal guardian's additional agreement, indemnification, general release and assumption of risk – **(must be completed for participants under the age of 18)**

In consideration of the minor child detailed below being allowed to participate in the activities, 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.

First & Last Name	Birthdate	Relation to Child (circle one)
_____	_____	Parent - Legal Guardian
_____	_____	Parent - Legal Guardian
_____	_____	Parent - Legal Guardian