

Sky High Sports Customer Release of Liability, Assumption of Risk and Indemnity and Hold Harmless

In consideration of being permitted by SKY NILES, INC, d/b/a Sky High Sports Niles (collectively, "SKY HIGH SPORTS") to participate in its activities and to use its equipment and facilities, to the full extent allowed by law, I hereby agree to fully release, indemnify and hold harmless SKY HIGH SPORTS, and HOWARD INDUSTRIAL CENTER, LLC, its/their agents, employees, owners, managers, members, shareholders, directors, partners, volunteers, manufacturers, participants, lessors, franchisors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (collectively, "RELEASED PARTIES") on behalf of myself, my spouse, my minor children, wards, relatives or other persons under my care, my parents, next of kin, my heirs, assigns, personal representatives and estate (collectively "RELEASING PARTIES"). To the fullest extent allowed by law, I agree to defend, indemnify and hold harmless the RELEASED PARTIES for all costs and expenses, including but not limited to all legal fees incurred by the RELEASED PARTIES in defending any claim brought against any or all of the RELEASED PARTIES by me or by any of the RELEASING PARTIES and further agree to pay the full amount of any judgment, award or verdict that might be entered against any of the RELEASED PARTIES and/or in favor of any or all of the RELEASING PARTIES. I understand and acknowledge that participation in SKY HIGH SPORTS trampoline activities entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself or to other persons or to property. I fully understand that the risks inherent in the use of trampolines cannot be fully eliminated without compromising the essential qualities of the activity of using trampolines.

These risks include, without limitation, the risk of cuts and bruises, and far more serious risk of injury including without limitation the following: participants sometimes fall off of the equipment, sprain or break wrists and ankles, and can suffer debilitating permanent injuries, including partial or complete paralysis, head and brain injury and death. Serious injury and death can also occur to those standing and observing others using trampolines and other equipment. Traveling to and from trampoline locations raises the possibility of accidents. Double bouncing (meaning more than one person per trampoline) can create a rebound effect causing serious injury or death. Flipping and/or running and/or bouncing off the walls are dangerous and can cause serious injury or death and must be done at the participant's own risk. Similar risks are also inherent in using the Foam Pit. I acknowledge that I, or my minor child, ward, spouse, or other persons under my care could require substantial medical assistance at significant expense to me or to others responsible for medical care and treatment of me or my child, ward, spouse, or other persons under my care.

I acknowledge that Employees of SKY HIGH SPORTS ("Employees") cannot ensure or guarantee my safety or the safety of any participant in trampoline activities. They may be unaware of a participant's fitness or ability. Further, some participants may not heed the safety precautions provided to all participants. Further, equipment may become loose, out of adjustment, or malfunction and that may not be known or observed by Employees prior to the occurrence of an injury or death. There is also the risk that Employees may not observe behavior of participant(s) that increases the risk of injury or death to the participant(s) or to others, including me, my minor child, ward or others under my care. This Release, Assumption of Risk and Indemnity and Hold Harmless agreement, to the extent allowed by law, shall include without limitation claims arising out of allegations of negligent, willful and wanton and/or reckless acts or omissions by Employees including without limitation allegations of inadequate supervision by Employees.

After being fully informed of the above, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all RELEASING PARTIES expressly agree and promise to accept and assume all of the risks inherent to and existing in the use of all trampolines and other equipment provided by SKY HIGH SPORTS; and I voluntarily elect to participate and/or to allow my minor child, ward or others under my care to participate in all activities and use all equipment offered or provided by SKY HIGH SPORTS.

As further consideration of being permitted by SKY HIGH SPORTS to participate in its activities and to use its equipment and facilities, and/or to allow my minor child, ward or others under my care to participate in its activities and to use its equipment and facilities, I hereby grant to SKY HIGH SPORTS the irrevocable right and permission to photograph or use video tape and/or audio tape (or to use any similar medium) to record me and/or my child, ward or others under my care for all purposes, including advertising and promotional purposes, in any manner and in any and all media now or hereafter known, in perpetuity, throughout the world without restriction as to alteration. I waive the right to inspect or approve the use of any such photograph or recording.

To the extent that any portion, clause or aspect of this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement is found to be invalid, void or unenforceable, all other portions, clauses or aspects of this Agreement shall remain in full force and effect.

In the event a lawsuit or counterclaim is filed on my own behalf or on behalf of my minor child, ward or other person under my care, I expressly agree that venue shall be proper exclusively and only in DuPage County, Illinois or in the Federal Court of the Northern District of Illinois, Eastern Division. I further agree that Illinois law shall apply to any lawsuit or counterclaim brought on my own behalf or on behalf of my minor child, ward or other person under my care, without consideration of choice of law or conflict of law rules.

I have read the above and fully understand the terms of this Release of Liability, Assumption of Risk and Indemnity and Hold Harmless Agreement and I have either consulted an attorney or elected not to do so. By signing this document, I acknowledge that if anyone is injured or killed, or if property is damaged, during my participation in any activity at SKY HIGH SPORTS, or during the participation of my minor child, ward or other person under my care, I may be or will be found by a court of law to have waived all right to maintain suit against SKY HIGH SPORTS or any of the RELEASED PARTIES and/or that I may or will be found to be fully responsible for all attorneys fees and all other costs by SKY HIGH SPORTS and/or any of the RELEASED PARTIES and/or that I may or will be found personally liable for any judgment, award or verdict entered against SKY HIGH SPORTS and/or any of the RELEASED PARTIES.

UNDERSTANDING THAT THERE EXIST KNOWN AND UNKNOWN DANGERS OF SERIOUS INJURY AND DEATH ASSOCIATED WITH THE ACTIVITIES PROVIDED BY SKY HIGH SPORTS, SOME OF WHICH ARE REFERENCED ABOVE, I CHOOSE TO PARTICIPATE IN ALL ACTIVITIES OFFERED OR PROVIDED BY SKY HIGH SPORTS AND/OR TO ALLOW MY MINOR CHILD, WARD OR OTHER PERSON UNDER MY CARE TO PARTICIPATE IN ALL ACTIVITIES OFFERED OR PROVIDED BY SKY HIGH SPORTS AT MY OWN RISK PURSUANT TO THE TERMS OF THIS RELEASE.

EACH JUMPER MUST HAVE THEIR OWN WAIVER

Print Name of Participant _____ Birth Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Emergency Contact _____ Phone _____ Relation: _____

IF THE PARTICIPANT IS A MINOR:

Print Name of Parent or Legal Guardian of Minor _____

Address: _____ City _____ State _____ Zip _____

Email _____ Phone _____

Signature _____ Today's Date _____

(Participant or Parent/Legal Guardian if under age of 18)