

**TMI Allentown, LLC d/b/a FREEFALL TRAMPOLINE  
PARK PERPETUAL PARTICIPANT AGREEMENT, ACKNOWLEDGEMENT  
OF RISK, ASSUMPTION OF RISK RELEASE OF LIABILITY AND CONSENT  
TO USE OF LIKENESS AND PHOTOGRAPHS**

**NOTICE: READ THIS FORM COMPLETELY AND CAREFULLY.**

In consideration of being allowed to use the facility and to participate in the services and activities, including but not limited to, trampoline park access, performance trampolines, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, air bag activities, mechanical bull, meltdown, snack bar access and any other amusement activities (collectively, "ACTIVITIES") provided by TMI Allentown, LLC, its agents, owners, affiliates, franchisors, franchisees, officers, directors, volunteers, participants, employees, suppliers, vendors, landlords, insurers and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TMI"), I, on behalf of myself, my spouse, my children, my parents, my heirs, assigned personal representatives, estate, insurers, and on behalf of any minor on whose behalf I sign this Agreement, hereby acknowledge, affirm, and agree to the following:

\_\_\_\_\_(Initial) **(1) AFFIRMATION OF AUTHORITY:** Under penalty of perjury, by signing below, I hereby represent and affirm that I am the parent/legal guardian of the minor(s) listed herein, or otherwise have the legal authority to sign this Agreement on behalf of any minors whose names appear on this Agreement. I further acknowledge, understand and appreciate that TMI is relying upon this representation in allowing any such minor to participate in the ACTIVITIES.

\_\_\_\_\_(Initial) **(2) ACKNOWLEDGEMENT, UNDERSTANDING AND APPRECIATION OF THE RISKS** \_\_\_\_\_: I acknowledge, understand and appreciate that my participation, and/or the participation of my child(ren) and/or ward(s), in the ACTIVITIES entails known as well as unanticipated risks that could result in death, serious physical or emotional injury, paralysis, or damage to me, my child(ren), my ward(s) and to any minors on whose behalf I sign this Agreement, to property, or to third parties. I further acknowledge, understand and appreciate that such risks simply cannot be eliminated without jeopardizing the essential qualities of the ACTIVITIES. These risks include, among other things: slipping and falling; collision with fixed objects or people; injuries caused by stepping on or falling on equipment or items that have fallen from or were dropped by myself or another participant; injuries including, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck; injuries arising out of the negligence of or otherwise caused by other participants, myself, my child(ren), my ward(s) and any minor upon whose behalf I sign this Agreement; injuries due to the physical or mental condition or any medical condition that I, my child(ren), my ward(s), or any minor on whose behalf I sign this Agreement may have whether known or unknown; injuries due to physical contact with others, including the risk of contracting illness or coming into contact with germs, bacteria or fungi whether by contact with equipment or with another participant, and any and all risks associated with exercise, physical exertion and physical activities (hereinafter referred to collectively as the "RISKS").

\_\_\_\_\_(Initial) **(3) ASSUMPTION OF THE RISKS:** I expressly agree and promise to accept and assume all of the RISKS arising from my participation in the ACTIVITIES. My participation in the ACTIVITIES at TMI is purely voluntary, and I elect to participate in spite of the RISKS.

**I AGREE THAT MY AND MY MINOR CHILD(REN)/WARD(S) PARTICIPATION AT TMI INVOLVES ENGAGING IN POTENTIALLY DANGEROUS ACTIVITIES. I FURTHER AGREE ON BEHALF OF MYSELF AND MY MINOR CHILD(REN)/WARD(S) THAT, EVEN IF TMI USES REASONABLE CARE IN PROVIDING ACCESS TO THESE**

**ACTIVITIES, THERE IS A CHANCE I OR MY MINOR CHILD(REN)/WARD(S) OR ANY CHILD ON WHOSE BEHALF I SIGN THIS AGREEMENT MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITIES BECAUSE THERE ARE DANGERS INHERENT IN THE ACTIVITIES. BY SIGNING THIS AGREEMENT, I AM GIVING UP MY MINOR CHILD(REN)'S/WARD'(S) RIGHT, THE RIGHT OF ANY MINOR ON WHOSE BEHALF I SIGN THIS AGREEMENT, AND MY OWN RIGHT TO RECOVER FROM TMI IN A LAWSUIT FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, BODILY INJURY, OR DEATH TO ME OR MY CHILD(REN)/WARD(S), OR MINORS ON WHOSE BEHALF I SIGN THIS AGREEMENT, OR ANY PROPERTY DAMAGE, THAT RESULTS FROM THESE RISKS. I HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND TMI HAS THE RIGHT TO REFUSE TO LET ME OR MY CHILD(REN)/WARD(S)/MINORS PARTICIPATE IF I DO NOT SIGN THIS FORM.**

\_\_\_\_\_(Initial) (4) **WARRANTY** : I certify and warrant that I and/or my minor child(ren)/wards, or any child on \_\_\_\_\_ whose behalf I sign this agreement, are physically able to participate in all activities at TMI without aid or assistance. I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) , or any child on whose behalf I sign this agreement, may have. I acknowledge that I have read the rules (the "TMI Rules") governing my and/or my child(ren)'s participation in any activities and that I have explained the TMI Rules to any child(ren) listed herein. I understand that the TMI Rules have been implemented for the safety of all guests, including myself any children. I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from TMI.

\_\_\_\_\_(Initial) (5) **RELEASE OF LIABILITY** : I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TMI from any and all claims, demands, or causes of action, which are in any way connected with my or my child(ren)/ward(s)/minors on whose behalf I sign this Agreement participation in ACTIVITIES at TMI or my or my child(ren)'s/ward'(s)/minor'(s) use of TMI's equipment or facilities, including, to the extent permitted by law, any such claims that allege negligent acts or omissions of TMI. I understand that this perpetual release/waiver will apply to each and every occasion that I or my child(ren)/ward(s) visit an TMI facility.

\_\_\_\_\_(Initial) (6) **ATTORNEYS' FEES, INSURANCE**: Should TMI, or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this Agreement, including but not limited to, attorneys' fees and costs incurred to defend against claims brought by me, or on behalf of my child(ren)/ward(s),minors on whose behalf I sign this Agreement, or by third parties, I agree to indemnify and hold TMI or anyone acting on its behalf harmless for all such fees and costs. I warrant that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the ACTIVITIES, or else I agree to bear the costs of such injury or damage myself. By signing this agreement, I agree that I and/or my personal insurance carrier will be responsible for injury or damages caused by myself and/or any minors listed on the waiver.

\_\_\_\_\_(Initial) (7) **PHOTO RELEASE** : By entering TMI and participating in the ACTIVITIES, I hereby grant TMI on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with TMI and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and in any 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.

\_\_\_\_\_(Initial) (8) **APPLICABLE LAW/VENUE/ARBITRATION** \_\_\_\_\_ : Any controversy between the parties hereto involving any claim arising out of or relating to use of the facilities, participation in the ACTIVITIES, or otherwise arising out of or relating to this agreement shall be submitted to and be settled by final and binding arbitration in Northampton County, Pennsylvania, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In the event of litigation to enforce arbitration or settlement between the parties to this agreement, or in the event arbitration is not available, then I agree to venue in the

Courts of Northampton County in the state of Pennsylvania. I agree that the substantive law of Pennsylvania shall apply in that action without regard to the conflict of law rules of that state, and I agree to, and hereby do waive the right to a trial by jury. If, despite the representations made herein, I or anyone on behalf of myself and/or minors identified in this waiver, file or otherwise initiate a lawsuit against TMI, in addition to my agreement to defend and indemnify TMI, I agree to pay within 60 days liquidated damages in the amount of \$5,000 to TMI. 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.

\_\_\_\_\_(Initial) **(9) SEVERABILITY:** I agree and understand that this agreement is intended to be as broad and as inclusive as permitted by law in the state of Pennsylvania and if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

\_\_\_\_\_(Initial) **(10) NO OTHER REPRESENTATIONS, WARRANTIES, PROMISES, ETC.:** I understand and affirm that there are no other representations, warranties, promises, or understandings, written or oral, regarding the subject matter of this Agreement, and that I will bound by the terms of this Agreement. I further understand that any amendment, change, or modification of this Agreement must be in writing and signed by TMI in order to change any term contained herein.

**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) and minors' on whose behalf I have signed this Agreement right to maintain any action against TMI on the basis of any claim from which I have released TMI and any released party herein. I have had 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 of the terms and conditions set forth herein. I represent that I have the actual authority to and do hereby enter into this agreement on behalf of, and as an authorized agent of, the parents of any minor on whose behalf I am signing this Agreement, or as the parent or legal guardian of any child(ren)/ward(s) listed on this agreement. I have read and knowingly and voluntarily have signed this agreement and specifically the release contained herein and further agree that no oral representations, statements or inducements have been made to me.**

**By signing below, I affirm, understand and agree to the above terms in their entirety.**

**Parent's Information:**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**ENTER FULL NAME AND BIRTH DATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18.**

**Child's Information:**

First Name #1: \_\_\_\_\_ Last Name #1 : \_\_\_\_\_ Birth Date: \_\_\_\_\_

First Name #2: \_\_\_\_\_ Last Name #2 : \_\_\_\_\_ Birth Date: \_\_\_\_\_

First Name #3: \_\_\_\_\_ Last Name #3 : \_\_\_\_\_ Birth Date: \_\_\_\_\_

First Name #4: \_\_\_\_\_ Last Name #4 : \_\_\_\_\_ Birth Date: \_\_\_\_\_

**WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF ID TO VERIFY IDENTITY AND AGE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_