

Thrillz High Flying Adventure Park ***5 Prindle Lane, Danbury CT 06811***

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

The activities at Thrillz, LLC dba Thrillz High Flying Adventure Park [hereafter referred to, as “**Thrillz**”) include a wide assortment of events in which participants drop from a 10-foot-high platform onto stunt airbags. Participants land on the airbags after dropping approximately eight feet from: slides, zip-lines, climbing wall, mini tramps, ramps, rope swings, horizontal ladder, cargo nets suspended horizontally, balancing on a tippy table, log roll, sweeper (which knocks participant off), Lazer Tag, Gyro Tumbler, Axe Throwing, and more. Other activities include an arcade, virtual reality, and a café/snack bar; there is seating for parents to observe. The objective of Thrillz is to provide fun, excitement, challenge, and physical activity ranging from moderate to vigorous – depending upon the desire of the participant. While Thrillz provides many benefits for the participant, Thrillz, like all physical activities, involves some **inherent risks** (risks that cannot be eliminated without changing the nature of the activity). Thrillz feels it is important that the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)] (hereafter referred to as **PARTICIPANT/PARENT**) understand the inherent risks of Thrillz activities.

There are several categories of inherent risks. General activity risks include, but are not limited to, landing incorrectly on airbag, slip and fall, trip and fall, trip on stairs or ladders, fall down stairs or ladders, collision with stationary objects or other participants, and loss of balance causing one to strike equipment. Equipment related risks include, but are not limited to, unexpected equipment failure such as airbag deflation, malfunction of zip-line, log roll, tippy table, rope swing, arcade, virtual reality, or any other equipment; and unknown facility hazards. Spectator risks include, but are not limited to, slips/trips and falls; collisions with objects or other persons; seating collapse; injury from entering forbidden area or getting too close to the participants/equipment; and burns from hot food or drink, food borne illness. Participant- and co-participant-related risks include, but are not limited to, failure to follow Park rules or directions; erratic, unexpected, and negligent actions; misbehavior; entering forbidden areas, and misuse of equipment. Staff-related risks include, but are not limited to, momentary distractions, inattention due to having to help another participant, failure to recognize a danger in time, failure to make an instruction clear, misjudgment of participant ability or readiness, judgment mistake in emergency care, misjudgment in hiring a staff member, and failing to realize that staff emergency training was inadequate.

Thrillz feels that it is important that the PARTICIPANT/PARENT understand the three types of injuries that can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, bruises, scrapes, sprains, abrasions, rope burns, and lacerations. Serious injuries are less common, but do occur occasionally. They include, but are not limited to, sprained ankles, broken bones, knee injuries, shoulder injuries, back sprains, neck sprains, and a chipped or broken tooth. Catastrophic injuries are very rare; however, Thrillz feels that participants should be aware of this remote possibility. These injuries include permanent disabilities, spinal injuries, paralysis, and even death.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, understand that the inherent risks of Thrillz activities are serious and that some of these activities involve risks regardless of the care taken by Thrillz. I realize that Thrillz activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and 1) I know the nature of the Thrillz activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. **I hereby assert that my participation at Thrillz is voluntary and that I knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of Thrillz: In consideration of permission to use the property, facilities, equipment, and services of Thrillz, today and on all future dates, I, **the PARTICIPANT/PARENT**, (on behalf of myself, my spouse, children, parents, family members, heirs, personal representatives, assigns, estate, and insurers – referred to hereafter as Releasing Parties) **do hereby waive, release, discharge and covenant not to sue Thrillz, LLC** (dba Thrillz High Flying Adventure Park) (including owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, equipment suppliers, and insurers -- referred to hereafter as Protected Parties) from liability from any and all claims arising from the ordinary negligence of the Protected Parties.

This agreement applies to 1) **personal injury** (including death) from incidents or illnesses arising from participation in Thrillz activities (including, but not limited to: recreational, practice, or competitive activity; events; instruction; facility design; individual use of facilities, equipment, toilets room areas, and all premises including the café, food service, stairs, associated sidewalks and parking lots) or presence on the premises and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification: I, the PARTICIPANT/PARENT, **also agree to hold harmless, defend, and indemnify Thrillz** and other Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, expert witnesses, and related expenses) from **any and all claims** of Releasing Parties or others acting on behalf of **Participant/Parent**, arising from participation in Thrillz Activities or presence on the premises, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of Protected Parties). I further agree to hold harmless, defend, and indemnify Thrillz and Protected Parties against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises utilized for Thrillz Activities.

Clarifying Clauses: I, the PARTICIPANT/PARENT, confirm and agree to the following:

- 1) **Integration Clause.** This is the entire agreement between Thrillz and me and cannot be modified or changed in any way by representations or statements by any agent or employee of Thrillz.
- 2) **Severability Clause.** This Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3) **Venue, Jurisdiction, & Choice of Law.** If legal action is brought arising from Thrillz activities, the appropriate venue for any legal action shall be in a court of competent jurisdiction located in Fairfield County, Connecticut, and that the substantive laws of the State of Connecticut shall apply.
- 4) **Waiver of Jury Trial.** This is a waiver of my constitutional right to a trial by jury for any and all causes of action arising from PARTICIPANT/PARENT'S participation in Thrillz activities or presence on the premises. I knowingly and voluntarily agree that any such dispute will be resolved by a bench trial (i.e., trial by judge).

Acknowledgements to Promote Participant Safety: These assertions aid Thrillz in providing for participant safety.

Health Status – I, the PARTICIPANT/PARENT, assert that:

- Participant possesses sufficient physical fitness and coordination to enable safe participation in Thrillz activities.
- Participant assumes the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, heart disease or high blood pressure).
- Thrillz encourages each participant to get medical clearance prior to participation.
- Participant will cease activity if there is discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

Emergency Care – I, the PARTICIPANT/PARENT, assert that:

- Thrillz can administer emergency first aid, CPR, and AED if deemed necessary.
- Thrillz can secure emergency medical care or transportation (i.e., EMS) if deemed necessary.
- Participant assumes all costs of emergency medical care and transportation.

Rules & Safety – I, the PARTICIPANT/PARENT:

- Confirms having viewed the safety video, understand the safety rules, and agree to abide by all safety rules.
- Agrees to attempt only activities that participant feels capable of performing safely.
- Agrees to inform Thrillz immediately if participant sees conduct or a facility condition that endangers participants.
- Understands that Thrillz can terminate participation or require me to view the safety video again in cases of rules violation.

Release of Image – I, the PARTICIPANT/PARENT, agree that Thrillz can use my photo or video images for promotion (e.g., advertising, website).

COVID-19 WAIVER OF LIABILITY

In consideration for receiving permission from Cannon Trampoline Park 1 d/b/a JUMPZ (the "Company") to be onsite at 21 Prindle Lane, Danbury CT 06811 (hereinafter the "Premises"), I, on behalf of myself and my minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

WHEREAS, the novel coronavirus COVID-19 ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization and is reported to be extremely contagious.

WHEREAS, the exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, I agree as follows:

1. I understand that the Company cannot prevent my child from becoming exposed to, contracting, or spreading COVID-19 while being on the Company's Premises. It is not possible to prevent against the presence of the disease. Therefore, if I choose to have my child utilize the Company's Premises, he/she may be exposed to and/or increase his/her risk of contracting COVID-19.

2. ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of my child contracting COVID-19 in order to utilize the Company's Premises. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to have my child access the Premises.

3. I further hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the Company, its owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the Premises.

4. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Adult Participant

Acknowledgement of Understanding: I, the ADULT PARTICIPANT have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability**, including that due to the **Inherent Risks of Thrillz Activities** or the **Ordinary Negligence** of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Parent/Guardian of a Minor Participant

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all Thrillz Activities. Further, **I have read and fully understand this Thrillz Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability**, including that due to the **Inherent Risks** of Thrillz Activities or the **Ordinary Negligence** of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of Thrillz Activities to my minor child and that the minor understands this Agreement. The following signature of the minor is to affirm understanding of the inherent risks of Thrillz Activities and the voluntary assumption of these risks.

Adult Participant

Acknowledgement of Understanding: I, the ADULT PARTICIPANT have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability**, including that due to the **Inherent Risks of Thrillz Activities** or the **Ordinary Negligence** of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Name of Adult Participant (Please Print)

Signature of Adult Participant

Date

Cell Phone

Parent/Guardian of a Minor Participant

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all Thrillz Activities. Further, **I have read and fully understand this Thrillz Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor

child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability**, including that due to the **Inherent Risks** of Thrillz Activities or the **Ordinary Negligence** of the Protected Parties, to the greatest extent allowed by laws of the State of Connecticut.

Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of Thrillz Activities to my minor child and that the minor understands this Agreement. The following signature of the minor is to affirm understanding of the inherent risks of Thrillz Activities and the voluntary assumption of these risks.

Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date	Cell Phone	Email
_____	_____	____/____/____	_____	_____
Name of Minor Participant	Age _____ Birthdate ____/____/____	Name of Minor Participant	Age _____ Birthdate ____/____/____	
_____	_____	____/____/____	_____	_____
Name of Minor Participant	Age _____ Birthdate ____/____/____	Name of Minor Participant	Age _____ Birthdate ____/____/____	
_____	_____	____/____/____	_____	_____
Name of Minor Participant	Age _____ Birthdate ____/____/____	Name of Minor Participant	Age _____ Birthdate ____/____/____	