



SPRING LOADED, LLC RELEASE & PARENT/GUARDIAN WAIVER OF LIABILITY & ASSUMPTION OF RISK

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

I, the undersigned on my behalf and, if applicable, my child/ward named below (hereinafter "RELEASOR"), hereby acknowledge that I and my child/ward, desire to voluntarily participate in the activities and services provided by SPRING LOADED, LLC, TEXAS SKI RANCH, LP and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the SPRING LOADED facility (collectively, SPRINGLOADED or "RELEASEES" or "RELEASED PARTIES"), including but not limited to, the use of the equipment, facilities trampolines, sport courts, inflatables, receiving instruction, strenuous bodily movement, and the premises (hereinafter collectively referred to as "SPRING LOADED ACTIVITIES AND SERVICES"), and further agree and acknowledge as follows:

Participant First Name: _____
Participant Last Name: _____
Home Phone: () _____ - _____
Cell Phone: () _____ - _____
Emergency Contact: _____
Emergency Phone: () _____ - _____
Email: _____
Date of Birth: _____ / _____ / _____
Address: _____
City: _____
State: _____ Zip: _____

ASSUMPTION OF RISK: I, the undersigned, understand and acknowledge that SPRING LOADED ACTIVITIES AND SERVICES has varying effects on individuals based upon their size, age, physical condition and/or state of health. I further recognize, acknowledge and agree that it is my sole decision whether to consult with a medical professional prior to participating in SPRING LOADED ACTIVITIES AND SERVICES and that SPRING LOADED recommends that participants consult with a medical professional prior to participating in SPRING LOADED ACTIVITIES AND SERVICES, especially if a member has had a recent injury, surgery, pregnancy or other health condition. I, and/or my child/ward, have either consulted a physician and received medical advice and consent to participation in SPRING LOADED ACTIVITIES AND SERVICES or have waived such advice and consent of a physician and accept any and all RISKS. I am assuming, on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur.

I am aware, understand and acknowledge that participation in SPRING LOADED ACTIVITIES AND SERVICES is a potentially hazardous activity and involves inherent risks of danger or injury, including but not limited to, sprains, strains, fractures, concussions, contusions, lacerations, abnormal blood pressure, heart disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death that can occur (hereinafter collectively referred to as "RISKS"). I am voluntarily participating in SPRING LOADED ACTIVITIES AND SERVICES with the knowledge of the danger involved with the RISKS and with the knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN SPRING LOADED ACTIVITIES AND SERVICES AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.

RELEASE OF LIABILITY: I understand that myself, and/or child/ward, will be engaging in SPRING LOADED ACTIVITIES AND SERVICES using the SPRING LOADED facility and it is my voluntary and informed decision to release any future lawsuits or claims that I and/or they have or may have against the RELEASEES. RELEASOR expressly releases and forever discharges and holds harmless RELEASEES from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in the SPRING LOADED ACTIVITIES AND SERVICES. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any RELEASEES or from any other cause. This Waiver and Release of Liability includes, but is not limited to, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the facility, grounds, or any equipment; (d) instruction or supervision; or (e) slipping, tripping and/or falling while in the facility or on the surrounding premises.

As consideration for being permitted by SPRING LOADED to participate in SPRING LOADED ACTIVITIES & SERVICES, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make a claim against, or sue SPRING LOADED, LLC, or its past, present or future parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, employees, servants, assigns, investors, legal representatives and all individuals and entities involved in the operations of SPRING LOADED for injury, illness, death or damage resulting from my participation in SPRING LOADED ACTIVITIES & SERVICES and the RISKS involved therein.

MEDIA LICENSE: Participant irrevocably grants SPRING LOADED AND TEXAS SKI RANCH a royalty free worldwide license to record and use Participant's likeness and/or voice on Media, to edit, use and release such Media for any purpose and in any manner at any time and to use such likeness, voice and biographical and other information concerning Participant in connection with the use of the Media. Participant releases SPRING LOADED AND TEXAS SKI RANCH and anyone using the Media from any and all claims, damages, liabilities costs and expenses which Participant now has or may later have by reason of any use of this license.



Initial Here _____
I have read and understand this page.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS: Participant understands that SPRING LOADED does not provide medical or accident insurance benefits for Participant during the Activities. Participant has sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that Participant or others may suffer as a result of Participant's Activities or Participant has the financial resources to personally pay for any such expenses or liability. Participant is not suffering from any condition, disease or disablement which could potentially affect safe participation in the Activities. Participant gives consent to SPRING LOADED and medical personnel to obtain or administer on Participant's behalf, first aid and emergency medical treatment in case of sickness, accident or injury Participant may suffer while on Spring Loaded premises and to secure medical care at Participant's expense and to make decisions concerning medical care if Participant is unable to do so or if in the case of a minor Participant, a parent or guardian is unavailable. Participant gives consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for Participant.

INDEMNITY:

PARTICIPANT AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIENS, JUDGMENTS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, WHICH MAY AT ANY TIME BE ASSERTED BY PARTICIPANT AND/OR ANY OTHER PERSONS OR ENTITIES REGARDING AND/OR RESULTING FROM PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OR PARTICIPANT'S USE OR MISUSE OF ANY PART OF RELEASED PARTIES' EQUIPMENT, PROPERTY OR PREMISES. PURSUANT TO THIS AGREEMENT, PARTICIPANT SHALL DEFEND AND BEAR ALL COSTS OF DEFENDING ANY ACTIONS OR PROCEEDINGS BROUGHT AGAINST RELEASED PARTIES ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES OR PARTICIPANT'S USE OR MISUSE OF ANY PART OF RELEASED PARTIES' EQUIPMENT, PROPERTY OR PREMISES AND RELEASED PARTIES SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO CONDUCT SUCH DEFENSE. IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT PARTICIPANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASED PARTIES, EVEN IF NEGLIGENCE, JOINT OR SOLE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, RECKLESSNESS, MALICE, FRAUD, WILLFUL CONDUCT, INTENTIONAL CONDUCT, OR OTHER CULPABILITY OR FAULT IS ALLEGED OR ATTRIBUTED TO RELEASED PARTIES. IT IS PARTICIPANT'S INTENT TO INDEMNIFY RELEASED PARTIES FOR THE NEGLIGENCE, JOINT OR SOLE NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, RECKLESSNESS, MALICE, FRAUD, WILLFUL CONDUCT, INTENTIONAL CONDUCT, OR OTHER CULPABILITY OR FAULT OF RELEASED PARTIES.

THE UNDESIGNED ALSO AGREE TO DEFEND AND INDEMNIFY THE RELEASED PARTIES FOR ALL CLAIMS FOR DAMAGES BROUGHT BY A NON-SIGNING PARENT AND/OR LEGAL GUARDIAN ON THEIR BEHALF OR ON BEHALF OF THE PARTICIPANT UNDER THE SAME TERMS AND CONDITIONS AS THE INDEMNIFICATION SET FORTH ABOVE. The undersigned further understands and agrees that this Agreement shall be legally binding even if is not notarized or signed by or in front of a SPRING LOADED employee.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT BETWEEN ME AND SPRING LOADED, LLC AND THAT IT AFFECTS MY LEGAL RIGHTS. I AM SIGNING THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

Agreement must be signed in front of SL employee or be notarized.

SIGNATURE OF PARTICIPANT

DATE

SIGNATURE OF PARENT/GUARDIAN

DATE

(if Under 18 years of age, form must be notarized if not filled out in front of Spring Loaded Employee)

STATE OF TEXAS COUNTY OF _____

Subscribed & sworn to before me on

_____, 20____, by

Notary Public, State of Texas



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