

**HILL COUNTRY JUMP WILD, L.L.C. ASSUMPTION OF RISK AND RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY**

**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 HILL COUNTRY JUMP WILD, L.L.C., and its affiliates, owners, officers, employees, licensors, instructors, members, constructors, and designers, as well as the manufacturers, and installers of the equipment comprising the HILL COUNTRY JUMP WILD, L.L.C. facility (collectively, HILL COUNTRY JUMP WILD, L.L.C. or "RELEASEES"), including but not limited to, the use of the equipment, trampolines, dodgeball, rock climbing walls, inflatables, playscapes, game tables, party rooms, deck, bathrooms, snack bar, parking lot, walkways, anything on or associated with the premises (hereinafter collectively referred to as "HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES & SERVICES"), and further agree and acknowledge as follows:

**RELEASE OF LIABILITY:** I understand that myself, and/or child/ward, will be engaging in HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES using the HILL COUNTRY JUMP WILD, L.L.C. facility. It is my informed and **VOLUNTARY** decision to release any future claims and/or lawsuits 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, demands, claims, and/or causes of action whatsoever arising out of any personal injury, loss, damage, or death to me or my child/ward while participating in, and/or as a result of participating in the HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES. This release is valid and effective whether the personal injury, loss, damage, or death is a result of any act or omission on the part of any RELEASEES or from any other cause. This Release of Liability and Waiver includes, but is not limited to, accidents, or injury, which may occur as a result of the use or misuse of the facility in any way by anyone; improper maintenance of the facility, grounds, or any equipment; instruction or supervision – or lack thereof; use or misuse of any equipment that malfunctions or breaks; or falling, tripping and/or slipping while in the facility or on the surrounding premises.

As consideration for being permitted by HILL COUNTRY JUMP WILD, L.L.C. to participate in HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES & SERVICES, I hereby agree that I, my guardians – legal or otherwise, assignees, heirs, distributees, and legal representatives will not make a claim against, nor sue HILL COUNTRY JUMP WILD, L.L.C., nor 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 HILL COUNTRY JUMP WILD, L.L.C. for injury, illness, death, or damage resulting from my participation in HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES & SERVICES and the RISKS involved therein.

**ASSUMPTION OF RISK:** I, the undersigned, and, if applicable, my child/ward understand and acknowledge that HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES has varying effects on individuals based upon their size, age, physical condition, and/or state of health. HILL COUNTRY JUMP WILD, L.L.C. recommends that participants consult with a medical professional prior to participating in HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES, especially if a member has had a recent injury, surgery, pregnancy, or other health condition. I further recognize, acknowledge, and agree that it is my sole decision whether to consult with a medical professional prior to participating in HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES. I am aware, understand, and acknowledge that participation in HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES is a potentially hazardous activity that involves inherent risks of danger or injury, including but not limited to, fainting, vomiting, difficulty breathing and/or shortness of breath, chest pains, abnormal blood pressure, heart disorders, heart attacks, strokes, fractures, sprains, tendonitis, strains, paralysis, concussions, contusions, lacerations, and/or even death that can occur (collectively referred to as "RISKS"). I, and/or my child/ward, have either consulted a physician and received medical advice and consent to participation in HILL COUNTRY JUMP WILD, L.L.C. 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. I further assume on behalf of my child/ward all risk of any damage, loss, or theft of any personal property which me and/or child/ward may incur and do hereby release HILL COUNTRY JUMP WILD ACTIVITIES AND SERVICES.

I am voluntarily participating in HILL COUNTRY JUMP WILD, L.L.C. 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 HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES AND SERVICES AND VERIFY THIS STATEMENT BY SIGNING THIS DOCUMENT.**

I further grant HILL COUNTRY JUMP WILD, L.L.C. the right to videotape, photograph, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice, and appearance in connection with advertising, marketing, publicity, exhibitions, and/or promotional materials without reservation, without payment of royalties or any compensation, and/or without limitation.

**I, HEREBY ASSUME ALL RISK AND FULLY RELEASE, WAIVE, REMISE, COVENANT, AND/OR ACQUIT NOT TO SUE AND FOREVER DISCHARGE HILL COUNTRY JUMP WILD, L.L.C., ITS' PARENT, AFFILIATES, SUBSIDIARIES, OWNERS, EMPLOYEES, OTHER RELATED ENTITIES, SUCCESSORS, MEMBERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, SERVANTS, ASSIGNS, INVESTORS, LEGAL REPRESENTATIVES, AND ALL INDIVIDUALS OR ENTITIES INVOLVED IN THE OPERATIONS OF HILL COUNTRY JUMP WILD, L.L.C., FROM ANY AND ALL PAST, PRESENT, AND FUTURE CLAIMS ARISING FROM THEIR ACTS AND/OR OMISSIONS, INCLUDING BUT NOT LIMITED TO, DAMAGES, COSTS, DEMANDS, ACTIONS, CAUSES OF ACTION, OBLIGATIONS, RIGHTS, NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, ASSAULT CLAIMS, PERSONAL INJURY CLAIMS, INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS CLAIMS, MENTAL ANGUISH CLAIMS, LOST WAGES CLAIMS, LOSS OF EARNING CAPACITY CLAIMS, DECEPTIVE TRADE PRACTICE CLAIMS, CONTRACT CLAIMS, PREMISES LIABILITY CLAIMS, PRINCIPAL-AGENT LIABILITY CLAIMS, PAIN AND SUFFERING CLAIMS, PHYSICAL IMPAIRMENT CLAIMS, DISFIGUREMENT CLAIMS, WARRANTY CLAIMS, PUNITIVE DAMAGES CLAIMS, EXEMPLARY DAMAGES CLAIMS, AND ANY OTHER FORM OF COMPENSATORY CLAIMS OF ANY NATURE WHATSOEVER, WHETHER BASED ON A TORT, CONTRACT, STATUTE, OR OTHER THEORY OF RECOVERY, WHETHER SAME BE KNOWN AND REALIZED OR UNKNOWN AND NOT REALIZED, THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTEES, GUARDIANS OR LEGAL REPRESENTATIVES NOW HAVE, HAVE HAD, OR EVER WILL HAVE. I FOREVER DISCHARGE AND HOLD RELEASEES HARMLESS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION WHATSOEVER FOR DAMAGES, LOSS OR THEFT OF PERSONAL PROPERTY, INJURY, ILLNESS, DEATH, OR DAMAGE RESULTING FROM MY OR MY CHILD/WARDS PARTICIPATION IN HILL COUNTRY JUMP WILD, L.L.C. ACTIVITIES & SERVICES AND THE RISKS INVOLVED WITH THE SAME. THIS RELEASE IS INTENDED BY BOTH PARTIES TO BE AS BROAD IN ITS EFFECT AS ALLOWED BY LAW.**

**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 HILL COUNTRY JUMP WILD, L.L.C., 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. THIS RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY AND ASSUMPTION OF RISK SHALL BE EFFECTIVE IMMEDIATELY UPON EXECUTION AND SHALL REMAIN IN EFFECT FOR ONE YEAR FROM DATE HEREOF.

Printed name of Parent/Legal Guardian \_\_\_\_\_ Birth Date \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Print Name of Participant \_\_\_\_\_ Birthday \_\_\_\_\_ Age \_\_\_\_\_

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Print Name of Participant \_\_\_\_\_ Birthday \_\_\_\_\_ Age \_\_\_\_\_

Print Name of Participant \_\_\_\_\_ Birthday \_\_\_\_\_ Age \_\_\_\_\_

Signature of participant over 18 or Parent/Legal Guardian of Minor \_\_\_\_\_ Date \_\_\_\_\_