

**GECKO PARKS LLC d/b/a GECKO PARX WAIVER AND PARTICIPANT AGREEMENT, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISKS, 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 GECKO PARKS LLC d/b/a GECKO PARX facility and to participate in the services and activities offered by GP, including, but not limited to, trampoline park access, trampoline dodge ball courts, trampoline basketball, ropes courses, ninja course, jousting, slackline, parkour, rock climbing walls, soft play, fitness classes, trampoline courts and/or Arcade Activities, snack bar access and any other amusement Activities (collectively referred to as "ACTIVITIES") provided by GP, its agents, owners, affiliates, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively referred to as "GP"), I, on behalf of myself and/or on behalf of my minor child(ren)/ward(s), and on behalf of any minor on whose behalf I sign this Agreement (collectively, "CHILD"), hereby acknowledge, affirm, and agree to the following:

(1) AFFIRMATION OF AUTHORITY: I hereby represent and affirm that I have the legal authority to sign this Agreement on behalf of any CHILD whose name appears on this Agreement. I further acknowledge, understand and appreciate that GP is relying upon this representation in allowing any such CHILD to participate in the ACTIVITIES.

(2) ACKNOWLEDGEMENT, UNDERSTAND AND APPRECIATION OF THE RISKS: I acknowledge, understand and appreciate that my participation, and/or the participation of my CHILD 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, 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, my CHILD, or another participant; injuries including but not limited to 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 and my CHILD; injuries due to the physical or mental condition or any medical condition that I and my CHILD 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 collectively referred to as the "RISKS").

(3) ASSUMPTION OF THE RISKS: I expressly agree and promise to accept and assume all of the RISKS arising from my and my CHILD's participation in the ACTIVITIES. My and my CHILD's participation in the ACTIVITIES at GP is purely voluntary, and I and my CHILD elect to participate in spite of the RISKS.

WARNING: THE USE OF GP FACILITIES AND EQUIPMENT IS DANGEROUS! I, the undersigned, acknowledge and agree that the use of GP facilities and equipment and the taking of classes or participating in activities sponsored by GP has INHERENT RISKS. Those risks include, but are not limited to the following:

a. Injuries or death resulting from the failure or negligent misuse of the GP facilities and equipment's.

b. Injuries resulting from slips, trips, falls sustained, or the physical demands associated with the use of the facilities or equipment of the GP.

c. Injuries resulting from jumping or the fall of other persons who may come into contact with me or from any jumping or falls in which I come into contact with other persons.

d. Injuries that occur from the NEGLIGENCE or lack of adequate training of those volunteers or employees of the GP, who seek to assist with medical or other help either before or after injuries have occurred.

e. Injuries resulting from the failure of facilities and equipment used at the GP, including but not limited to, failure of supports, springs, belay devices, anchor points, landing surfaces and its curbs, items left in landing surface and any other part of the structure.

f. Injuries resulting from the NEGLIGENCE of the facilities and equipment or the NEGLIGENCE of other activity, participants, visitors, or persons who may be present at the GP or the NEGLIGENCE of the designers, manufacturers or installers of the facilities, or equipment.

I am aware of these and NUMEROUS OTHER INHERENT RISKS in using facilities and equipment. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

(4) RELEASE OF LIABILITY: I hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue GP, and their successors, predecessors-in-interest, and insurers (collectively, the "RELEASEES") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my and/or my CHILD's access to and/or use of the GP facility, premises and/or its equipment (whether trampolines or otherwise), my and/or my CHILD's entry into the GP, the condition, maintenance, inspection, supervision, control or security of the GP facility, the failure to warn of dangerous conditions connection with GP, and/or the acts or omissions of GP or any of the RELEASEES, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to use of the trampolines, but also all other equipment, and all activities and games at the GP facility. I understand that this release and waiver applies to and includes all activities that I and/or my CHILD engage in at the premises, whether inside or outside the GP facility.

You will be releasing the landlord of GP, any persons who have designed, manufactured or installed the facilities, trampolines, Rock walls, Rope course, soft play, parkour or other equipment of the GP, and any persons using the equipment of GP. This agreement is binding on you, your heirs, next of kin, assigns and personal representatives. This agreement also requires you to indemnify and hold harmless the persons released from any losses, liabilities, damages and costs, including attorneys' fees.

You also agree that you will be releasing GP, all its employee and personal in an event that someone else jumps on you or your minor child and/or come in

Participants/Guardian Initials \_\_\_\_\_

another form of contact with you or your minor child that can harm you or your minor child in anyway.

Additionally, you agree that in an event you or your minor child jumping out of your own or their own control and goes off into another person or piece of equipment or an unprotected area you are responsible for anyone you or your minor child caused harm to.

You agree that you will release GP, its owners and all its employees in the event you get injured in any way at GP. In addition you will hold GP Harmless for any injury you incur while you are at GP.

(5) INDEMNIFICATION: in recognition of the RISKS and death identified above, I accept full responsibility including but not limited to financial for any injury or death I and/or my CHILD may cause to themselves or to any other person due to my and/or my CHILD's negligence and/or intentional acts or omissions. I agree to indemnify and hold harmless GP and any other RELEASEES from liability for the injury or death of any person(s) and damage to property that may result from my and/or my CHILD's negligent or intentional acts or omissions while participating in the ACTIVITIES.

(6) ATTORNEYS' FEES, INSURANCE: Should GP 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 my CHILD, or by third parties arising out of my or my CHILD's negligence or intentional acts or omissions, I agree to indemnify and hold GP 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.

(7) PHOTO RELEASE: By entering GP and participating in the ACTIVITIES, I hereby grant GP on behalf of myself and my CHILD the irrevocable right and permission to photograph and/or record me or my CHILD in connection with GP 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.

(8) GP FACILITY RULES: I acknowledge that I have access to, and understand the posted rules of the facility and agree to follow ALL rules of the facility and to comply with the judgement of the GP staff. Any infractions of the posted rules will result in loss of privileges for that attraction.

(9) 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 Broward County, Florida, 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 Broward County in the State of Florida. I agree that the substantive law of Florida 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.

(10) 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 Florida and if any

portion of this Agreement is found to be void or unenforceable then the remaining document shall remain in full force and effect.

(11) NO OTHER REPRESENTATIONS, WARRANTIES, PROMISES, ETC.: I understand and affirm that there are no other representations, warranties, promises, understandings, etc., 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 Facility in order to change any term contained herein.

**NOTICE TO THE MINOR CHILD'S PARENT OR NATURAL GUARDIAN  
READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF GP AND ALL OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INLURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM GP AND ALL OTHER RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND GP AND ALL OTHER RELEASEES HAVE THE RUGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

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

BY SIGNING below, I GIVE UP ALL MY RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGES TO MY PROPERTY, OR FOR MY DEATH, ARISING OUT OF MY USE OF THE FACILITIES AND EQUIPMENT, OR ARISING OUT OF MY PARTICIPATION IN CLASSES AND/OR ACTIVITIES, INCLUDING TRANSPORTATION PROVIDED BY GP, ITS PARENT COMPANY GECKO PARK LLC OR ANY OF ITS AFFILIATE.

PARTICIPANT/GUARDIAN INITIALS \_\_\_\_\_  
**Signature:** \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Your Birth Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email : \_\_\_\_\_

ENTER FULL NAME AND BIRTH DATE OF ALL CHILDREN UNDER 18 YEARS

	First Name	Last Name	Birth Date
#1			
#2			
#3			
#4			
#5			

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

Participants/Guardian Initials \_\_\_\_\_