PLEX INDOOR SPORTS LLC, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION
(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by PLEX INDOOR SPORTS, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "PLEX"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge PLEX on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

_____Initial

(1) RELEASE OF LIABILITY: Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge PLEX and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by PLEX, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of PLEX.
(2) INDEMNIFICATION: I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by PLEX, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments PLEX incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to PLEX and/or any and all other persons and entities acting in any capacity on behalf of PLEX.
(3) ATTORNEYS' FEES: I promise to indemnify PLEX for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of PLEX, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.
(4) PHOTO RELEASE: By entering PLEX and participating in the ACTIVITIES, I hereby grant PLEX 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 PLEX and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all 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.
(5) TERMS OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit PLEX, whether at the current location or any other location or facility.
(6) VENUE/ARBITRATION: In the event a lawsuit is filed against PLEX, I agree to the sole and exclusive venue of the Richland County, I further agree that the substantive law of South Carolina shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in Richland County, South Carolina, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

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) right to maintain any action against PLEX on the basis of any claim from which I have released PLEX and any released party herein. I have had a 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 terms and conditions set forth herein.

Parent or Legal Guardian Signature (Only 18 or Older can sign for themselves)

First Name: _____Last Name: _____ Date: _____

Birth Date: _____ Phone: _____ Email: _____

Signature: _____

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

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 license and/or other forms of ID to verify identity and age.