Launch Trampoline Park Assumption of Risk, Waiver of Liability, And Indemnification Agreement ("Agreement")

Participant #:	First Name (Print)	Last Name (Print)	Birthdate
Participant 1:			
Participant 2:			
Participant 3:			
Participant 4:			

In consideration for gaining access to and use of Magic Parks Inc. d/b/a Launch Gurnee, an Illinois Limited Liability Company ("LAUNCH GURNEE"), property, facilities and services and engaging in the use of and participation in the facilities, equipment and activities in and associated with Launch Gurnee Activities, as hereinafter defined, I the undersigned, on behalf of myself and my spouse, children, parents, legal wards, heirs, assigns, personal representatives, estate, and insurers, and on behalf of any Minor Participant listed above, agree as follows:

____ (Initial here) I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I and/or Minor Participant am/are willing to practice social distancing (maintaining 6ft between individuals) in all areas of the park and that I and Minor(s) do not have any of the Covid-19 symptoms such as fever, feeling sick, cough, sneezing, shortness of breath or simply not feeling well, and that I and Minor(s) do not live or have been in contact with other persons or family members that had been diagnosed with or suspected of having Covid-19 and that I and Minor(s) consent to having our temperature checked upon entering the park. I also understand that despite all additional cleaning and safety procedures taken, the undersigned acknowledges, appreciates and agrees that participation and any related events includes possible exposure to and illness from infection diseases including, but not limiting to, Covid19, Sars, H1N1, and MRSA. I assume full responsibility for all such risks, both known and unknown, even if caused by negligence by others or releasees. I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases.

____ (Initial here) I am the Adult Participant and/or Parent/Guardian on behalf of a Minor Participant listed above and I hereby acknowledge, accept and agree that participation in LAUNCH GURNEE Activities, particularly the use of trampolines, inflatable "bounce houses", advanced and/or aerial obstacle course equipment, rock climbing and bouldering features, mini bowling, laser tag, children's playground, RCI Ropes Course, XD theatre, Krave, Bar, Ninja course, Warp Wall, Dodgeball, Airtrack Basketball, Omni, Trampolines, Battle Pit, Arcade and Redemption, Party Rooms, Lucky Putt, Go Karts, Escape Room, Bowling and any other activities contained in this facility that involve known and unanticipated risks that could result in physical and/or emotional injury, which include but are not limited to broken bones, sprained or torn muscles or ligaments, paralysis, other bodily injury, or death, or property damage caused by myself, a Minor Participant, or a third party. I acknowledge that the above list is not inclusive of all possible risks associated with use of LAUNCH GURNEE Activities Facilities and Services and participation in LAUNCH GURNEE Activities, and I agree that such list in no way limits the extent or reach of this Agreement. I acknowledge and understand that such risks cannot be eradicated without jeopardizing the core qualities of LAUNCH GURNEE Activities. I acknowledge that the aforementioned risk of physical and/or emotional injuries may also happen to an observer or bystander. I have received information to my satisfaction regarding the use of LAUNCH GURNEE Activities, Facilities and Services and participation in any and all LAUNCH GURNEE Activities and have had the opportunity to ask any and all questions I desired to ask. I understand the demands of LAUNCH GURNEE Activities are relative to my and/or Minor Participant(s)'s physical condition and skill level and acknowledge the types of injuries that may occur as a result of LAUNCH GURNEE Activities and the potential impact on an individual's well-being and lifestyle. **I hereby agree that my access and access of a Minor Participant to LAUNCH GURNEE Activities Facilities and Services and participation in LAUNCH GURNEE Activities is voluntary and that I knowingly assume all inherent risks.**

____ (Initial here) In further consideration of access and use of LAUNCH GURNEE Facilities and Services and participation in LAUNCH GURNEE Activities, I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, on behalf of myself, my spouse, my heirs, legal wards, personal representatives, assigns, and Minor Participant(s) (collectively, "Releasing Parties") do hereby release, waive, and discharge LAUNCH GURNEE, its owners, directors, managers, officers, employees, affiliates, volunteers, independent contractors, equipment providers, and agents (collectively, "Protected Parties") from legal liability, claims, demands, and causes of action, whether the same is known or unknown, anticipated or not, arising from the ordinary negligence of LAUNCH GURNEE or Protected Parties, including personal and/or emotional injury or death from incidents or illnesses arising from participation in LAUNCH GURNEE Activities and any and all claims resulting from the damage to, loss of, or theft of property, and I, for myself and on behalf of Releasing Parties, further agree that except in the event of LAUNCH GURNEE's gross negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal liability, and/or causes of action against LAUNCH GURNEE for any losses, whether economic or non-economic, due to property damage, personal and/or emotional injury or death sustained by me or Minor Participant(s) that are in any way associated with LAUNCH GURNEE Facilities and Services or LAUNCH GURNEE Activities. I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, further agree to hold harmless, release, discharge, defend, and indemnify LAUNCH GURNEE and Protected Parties (*i.e.*, defend and pay any judgment and costs, including attorneys' fees and related expenses) from any and all claims of the Releasing Parties arising from injury or loss due to participation of myself or a Minor Participant at LAUNCH GURNEE (including claims arising from the inherent risks of LAUNCH GURNEE Activities and those arising from the ordinary negligence of LAUNCH GURNEE or Protected Parties). I further agree to hold harmless, defend, and indemnify LAUNCH GURNEE and Protected Parties against any and all claims of co-participants, rescuers, and others arising from conduct of myself or a Minor Participant in the course of my participation or Minor Participant(s)'s participation at LAUNCH GURNEE (including claims arising from the inherent risks of LAUNCH GURNEE Activities and those arising from the ordinary negligence of LAUNCH GURNEE or Protected Parties). In the event any dispute arises, I, the Adult Participant and/or Parent/Guardian on behalf of Minor Participant, agree bring such dispute within one (1) year of the date of this Agreement and to engage in mediation to settle the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation or Minor Participant(s)'s participation at LAUNCH GURNEE shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

____ (Initial here) I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I and/or Minor Participant is/are physically and emotionally able to participate in any and all LAUNCH GURNEE Activities without aid or assistance; I and/or Minor Participant am willing to assume the risk of any physical or medical condition I and/or Minor Participant may have; I have read all rules governing participation of myself or a Minor Participant in LAUNCH GURNEE Activities ("LAUNCH GURNEE Rules"), I have explained such rules to any Minor Participant(s) listed in this Agreement, and I understand that failure to follow all LAUNCH GURNEE Rules may result in the expulsion of myself and/or Minor Participant(s) listed in this Agreement from this LAUNCH GURNEE location; This Agreement supersedes any and all previous oral or written promises or agreements with LAUNCH GURNEE, this is the entire agreement between me and/or Minor Participant(s) and LAUNCH GURNEE, and that the Agreement cannot be modified or changed in any way by representations or statements by any agent or employee of LAUNCH GURNEE; I am at least eighteen (18) years old; I acknowledge it is my or a Minor Participant's duty to inform staff and cease exercise immediately if I or a Minor Participant feels any unusual discomfort or suffers any injury during participation and alert the staff to any rules violations or dangerous behavior of co-participants; **I agree to inform LAUNCH GURNEE of any injury (even minor injuries) prior to leaving the LAUNCH GURNEE facility** and agree to assume all costs of emergency medical care and transportation; I grant LAUNCH GURNEE the right, without limitation, to photograph, videotape and/or record me and/or a Minor Participant and authorize LAUNCH GURNEE to use any such photographs, images, or likenesses in LAUNCH GURNEE marketing and displays, regardless of media; and I expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by applicable laws and that if any portion thereof is held void or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

____ (Initial here) I, Adult Participant, understand that this location includes a bar and that the Minor Participants are not allowed in the bar or to receive service of any kind from the bar.

By signing this Agreement, I understand that I am giving up substantial rights, including my right to sue and any right to sue on behalf of Minor Participant(s), and I acknowledge I am signing the agreement freely, voluntarily, and intelligently, and with the full knowledge of its legal consequences. I intend my signature to be a complete and unconditional release of all liability due to ordinary negligence by LAUNCH GURNEE and the Protected Parties to the greatest extent allowed by law. I certify I am the parent or legal guardian of any Minor Participant listed in this Agreement or have been granted power of attorney to execute this Agreement on behalf of a parent or legal guardian of such Minor Participant. In the event I do not have the authority to execute this Agreement on behalf of another, I agree I shall be solely liable for any and all resulting claims, actions, penalties, causes of action, services, fees, or similar expense.

_____ _____ _____

Adult Participant's Signature or Signature of Parent/Guardian of Minor Participant(s) — Driver's License Number — Date

Please provide the following information for Adult Participant or Parent/Guardian of Minor Participant(s) (Please Print):

First Name:	Last Name:	Birthdate:	
Street Address:	City:	State:	Zip:
Primary Phone Number:	Email Address:		
Emergency Contact:	Contact Phone Number:		

☐ Please check box if you would like to receive email discounts and promotions at the above email address.

Agreement accepted by: _____ (LAUNCH GURNEE Employee)