

# SAWYER'S FUN PARK, T.F. SAWYER'S INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC PARTICIPANT AGREEMENT INDEMNIFICATION, WAIVER, GENERAL RELEASE AND ASSUMPTION OF RISK

**I UNDERSTAND THAT TRAMPOLINING IS AN INHERENTLY DANGEROUS ACTIVITY.** I acknowledge that participation in the activities provided by SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC, which is a North Carolina limited liability company, including, but not limited to, trampolining, tumbling, gymnastics, cheerleading, foam pits, trampoline park access, trampoline dodgeball, trampoline basketball, aerial training, fitness classes, bounce house and cafe access, offsite and camp activities, and other athletic and amusement activities (collectively "Activities"), entails both known and unknown risks that could result in SERIOUS INJURY or DEATH, due to, but without limitation, exposed springs, hooks, frames and/or other pieces of equipment; poor lighting; lack of supervision and/or trained spotters; lack of protective padding, mats, netting, and/or other proper equipment; lack of any other proper safety measure; slipping and/or falling on and/or off equipment; collision with fixed objects and/or people; attempted jumps, runs, stunts, tumbles, somersaults, maneuvers and/or acrobatics; having multiple participants participate in the Activities at one time; the physical condition, fitness and/or abilities of me and all other participants; weight differences between me and other participants; level or quality of knowledge, skill and training of SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC staff; weather and/or all other environmental conditions; actions and/or omissions committed by me, the child for which I am the legal guardian ("Minor Child"), SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC, and/or any other persons; and/or incomplete instructions.

**INITIAL:** \_\_\_\_\_

I agree that I and/or the Minor Child are voluntarily participating in SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC activities and the use of the equipment, facilities, offsite activities and camp, and the premises. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the SAWYER'S FUN PARK, LLC facility, and/or SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC, Activities or any damage, loss or theft of any personal property which I and/or the Minor Child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the Minor Child may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. I understand that, although I am initialing certain sections of this Agreement, it is my intention to agree to the entire Agreement and I do agree to the entire Agreement.

**INITIAL:** \_\_\_\_\_

## RELEASE AND INDEMNITY

IN CONSIDERATION FOR ALLOWING ME AND THE MINOR CHILD TO PARTICIPATE IN THE SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC ACTIVITIES AND USE THE SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC FACILITY, I EXPRESSLY AND VOLUNTARILY AGREE TO FOREVER RELEASE, ACQUIT, INDEMNIFY AND DISCHARGE SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC AND AGREE TO HOLD SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC AND THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES, MEMBERS, OFFICERS AND DIRECTORS (COLLECTIVELY, "INDEMNITEES") ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY PARENTS, MY GUARDIANS, AND MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE, AND ANY AND ALL OTHER PERSONS AND ENTITIES WHO COULD IN ANY WAY REPRESENT ME, THE MINOR CHILD OR ACT ON OUR RESPECTIVE BEHALVES, FROM ANY AND ALL ACTIONS OR OMISSION(S), CAUSE AND CAUSES OF ACTION, SUITS, DEBTS, DAMAGES, JUDGMENTS, COSTS, INCLUDING, BUT NOT LIMITED TO ATTORNEY'S FEES, AND CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, FOR ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE THAT I AND/OR THE MINOR CHILD MAY SUFFER ARISING FROM MY AND/OR THE MINOR CHILD'S USE OF SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC'S ACTIVITIES, SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC PREMISES OR AT OFFSITE AND CAMP ACTIVITIES RELATED TO SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC. THIS WAIVER IS INTENDED TO BE A COMPLETE RELEASE OF ANY AND ALL RESPONSIBILITY OR DUTIES OWED BY SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC AS INDEMNITEES FOR PERSONAL INJURIES, DEATH AND/OR PROPERTY LOSS/DAMAGE SUSTAINED BY MYSELF OR ANY MINOR CHILD WHILE ON THE SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC PREMISES, OR WITH RESPECT TO SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC ACTIVITIES, WHETHER USING SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC EQUIPMENT OR NOT, EVEN IF SUCH INJURY OR DAMAGE RESULTS FROM SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC NEGLIGENCE, SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC, EMPLOYEE NEGLIGENCE, IMPROPER SUPERVISION, IMPROPER MAINTENANCE OF SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC EQUIPMENT OR PREMISES OR NEGLIGENCE BY OTHER SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC GUESTS.

**INITIAL:** \_\_\_\_\_

I agree to indemnify and hold SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC and their respective members, officers, directors, employees, agents and affiliates harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC including, but not limited to, attorneys' fees, costs, damages and/or judgments SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC may incur in the event that I and/or the minor child cause any injury, damage and/or harm to any other person while at SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC.

I acknowledge that I will read the rules that are posted in strategic areas for myself and those minor patrons with me and/or watch the Patron Education Video and have the minor patrons with me watch the Patron Education Video in order to best understand my personal responsibilities while taking part in the physical activities at SAWYER'S FUN PARK. I understand that my reading the rules and/or watching the Patron Education Video is a prerequisite to jumping and that I bear that responsibility solely at this time.

**INITIAL:** \_\_\_\_\_





Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of GREENVILLE, North Carolina for any legal action. Any controversy between the parties hereto involving any claim arising out of or relating to this Agreement or a breach thereof shall be submitted to and be settled by final and binding arbitration in GREENVILLE, North Carolina, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In connection with any such proceeding, the arbitrator shall have no power to make any errors of law or of legal reasoning. I further agree that the substantive laws of North 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 portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I, SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC are deemed joint authors hereof. I grant SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC permission to use my, and the Minor Child's, likeness in their publications, websites, marketing and other materials without payment, and without any prior approval of any and all publications, websites, marketing and other materials that contain my and/or the Minor Child's likeness. I have had sufficient opportunity to read and understand this agreement 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. I represent that I am the parent or legal guardian of the Minor Child.

**Under this legally binding Participant Agreement, I agree and acknowledge as follows:**

- (i) I understand that the Activities (defined above) are inherently dangerous activities;
- (ii) I assume the risk of injury or death that may occur as part of said dangerous Activities;
- (iii) I am knowingly and intentionally waiving all of my rights to bring lawsuits and make claims, including lawsuits and claims for negligence;
- (iv) I hereby release SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC, and agree to hold SAWYER'S FUN PARK, T.F. SAWYER'S, INC., SAWYER'S PROPERTY MANAGEMENT GROUP, LLC., EAST CAROLINA FAMILY ENTERTAINMENT CENTER, LLC, and their members, officers, directors, employees, agents and affiliates from any and all liability, including any and all liability for negligence; and,
- (v) I acknowledge that this Agreement is
  - (a) clear, unambiguous and unequivocal,
  - (b) explicit and voluntary in my waiver, release and assumption of risk, and
  - (c) comprehensive for all lawsuits, claims, injuries, and damages.

**1. SECTION FOR PARENT / LEGAL GUARDIAN or PARTICIPANT OVER 18**

Complete this section if you are signing for yourself and are over 18 years of age and / or are the parent or legal guardian signing for a minor child.

Parent OR Legal Guardian or Participant over 18 yrs

**Print Full Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Today's Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**DOB of Parent OR Legal Guardian or Participant over 18 yrs:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**2. NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18**

This section is required if you are releasing the liability for children under 18 parents or legal guardian's additional agreement, indemnification, general release and assumption of risk - **(must be completed for participants under the age of 18)**

In consideration of the minor child detailed below being allowed to participate in the activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor as if the minor child was eighteen years old or older.

First & Last Name	Birthdate	Relation to Child
_____	_____	___ Parent ___ Legal Guardian
_____	_____	___ Parent ___ Legal Guardian
_____	_____	___ Parent ___ Legal Guardian

