

intensification or exacerbation of injury resulting from any preexisting medical or physical condition I or the minor child may have and (2) I am the parent or guardian of identified minor(s) listed below. I agree to defend, indemnify and hold Jump Zone and the other Released Parties harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, including, but not limited to attorneys' fees, costs, damages and/or judgments, related to my use or the minor child's the use of any equipment or property owned by the Released Parties. Without limiting the generality of the foregoing indemnity obligation, I understand that I will be responsible to defend the Released Parties against, and to pay any judgment against the Released Parties, in any claim or lawsuit filed on behalf of myself for the minor child listed below.

Lost and/or Stolen Property- I acknowledge and understand that Jump Zone is not responsible for any lost or stolen item of personal property belonging to myself or the minor child(ren) under my care while said property is at any Jump Zone facility including, but not limited to, parking lots, vehicles in parking lots, lockers, and foam pits. I also acknowledge and understand that I will be charged a \$50.00 retrieval fee for any attempts to find personal property thought to be lost in the foam pits. For such a retrieval effort, Jump Zone does not guarantee a quick or successful retrieval of said property.

Miscellaneous- I agree that (a) the exclusive venue for any dispute or litigation between myself and Jump Zone will be the First District Court for the state of Utah, (b) the substantive law of Utah shall apply without regard to any conflict of law rules of another state, (c) the substantially prevailing party shall be entitled to its attorneys' fees and costs from the other party in any litigation, and (d) if any part of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. The waiver, release, assumption of risk, indemnifications, and other legal obligations set forth in this Agreement shall remain in full force and effect and shall be applicable to any and all future uses of the Released Parties' property by me or the minor child for whom I have signed this Agreement below. I agree to read and follow the rules of the facility, and to cause my minor child to follow such rules, including without limitation the rules posted on signs within the facility. I agree that I or my minor child may be required to leave the facility, with no refund, for a failure to follow the rules. I agree to allow Jump Zone to take pictures, videos, and personal videos of myself and the minor(s) under my care for recreational, marketing, advertising, and promotional use. I understand that Jump Zone has the right to market to me via email, mail and text and provide my express consent to receive text messages and email messages until such time as I revoke my consent. I have read the rules of the facility posted at the Jump Zone premises and agree to abide by them at all times.

I understand that I am voluntarily giving up the right to bring a lawsuit or claim against the above mentioned Released Parties. I further understand and accept the above risks related to these activities. I have had sufficient opportunity to read this entire Agreement. I understand the Agreement, and I agree to be bound by its terms.