



REP YO CITY – TUMBLE OFF: MILE HIGH TUMBLERS 5280 / ONE TEAM LLC / ITX Customer Release of Liability and Assumption of Risk

In consideration of being permitted by REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY to participate in its activities and to use its equipment and facilities, I hereby agree to **release, indemnify, and discharge** REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY, its agents, coaches, Jr coaches, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lesser affiliates, its subsidiaries, related and affiliate entities, successors, and assigns (the "RELEASED PARTIES") behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY tumbling, snowboarding, and related physical activities entail unknown risk that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risk cannot be eliminated without jeopardizing the essential quality of the activity.

The risks include, among other things: Trampoline exposes its participants to the risk of cuts and bruises; other more serious risks exist as well. Participants often fall off equipment, can sprain or break wrists and ankles and can suffer more serious injuries. Traveling to and from equipment location raises the possibility of any accidents. Double bouncing / more than once person per trampoline can create a rebound effect causing serious injury. Flipping, running, and bouncing off walls is dangerous, can cause serious injury, and must be done at participant's own risk. Similar risks are also inherit in using the foam pit. Snowboarding terrain cannot be fully monitored and presents numerous unknown risks. In any event, if you or your child is injured, you or your child may require medical assistance at your own expense. Furthermore, REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY coaches, Jr coaches, and employees have difficult jobs to perform. They promote safety but are not infallible. They must be aware of participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY coaches or employees may be negligent in, among others things, monitoring and supervising use of equipment and facilities and in the maintenance and repair of its equipment, facilities, and environment.

2. I expressly agree and promise to accept and assume all of the rest existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risk.

3. **I hereby voluntarily release, forever disregard, and agree to defend, indemnify, and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action which are in any way connected with my participation in the activity or use of equipment, facility, or environment, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**

4. Should REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY, or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I served by that I have adequate insurance to cover any injury or damage that I incur or suffer or else I agree to the cost of such injury or damage to myself. I further certify that I am willing to firmly disclose any medical or physical condition that I or my child may have.

6. In the event that I file a lawsuit against the RELEASED PARTIES, I agree to do so fully in the state of Colorado.

7. I agree as an adult participant or parent/legal guardian of a minor, in consideration of being permitted to participate at REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY, grant the RELEASED PARTIES, its parent of two related and affiliated entities, or officers, directors, mirrors, shareholders, employees, agents, coaches, successors, and assigns, the available right and permission to photograph or record me or my child in connection with the RELEASED PARTIES to use the photographs and/or recordings for all purposes, including advertising and promotions, in any manner, in any media now or hereafter 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 Recordings, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to the RELEASED PARTIES.

8. **I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on that minor participation. I represent that I have the full authority as Parent/Guardian to bind the minor participation to this agreement.**

9. **I agree that if the participant is a minor, I further agree to defend, indemnify, and hold harmless the RELEASED PARTIES from any all claims or suits for personal injury, property damage, or otherwise** which are brought by, or on behalf of, the minor, and which are in any way connected with such use or participation by the minor, including injuries or damage caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party, seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against REP YO CITY, MILE HIGH TUMBLERS, INTERNATIONAL TUMBLING XTRAVAGANZA, ONE TEAM LLC, and JUMP CITY, or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by it terms.

Printed Name of Parent/Guardian: _____

Address: _____ City: _____ State: ____ Zip: _____

Email: _____

Participant Name: _____ DOB: _____

Participant Name: _____ DOB: _____

Participant Name: _____ DOB: _____