

Quantum Sports RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING
UP LEGAL RIGHTS

Adult Participant/Parent Name: _____ Birth Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alt. Phone (Cell Phone): _____

Wireless Carrier _____ Can We Send You SMS Text Weather Alerts and Game Reminders? Yes / No

Email address: _____ (for your Member Login, email schedules, etc.)

Minor Participant Name: _____ Gender: ___ Birth Date: _____

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I also hereby authorize Quantum Sportswear LLC, hereafter referred to as "Company" to publish photographs and videos taken anytime inside the facility of myself and/or minor child or children listed on this waiver, for the use in the company's print, online and video-based marketing materials, as well as other company publications. I hereby hold harmless the company from any reasonable expectation of privacy or confidentiality for myself and for the minor child and children listed below associated with the images specified above. Further I attest that I am the parent or legal guardian of the child or children listed below and that I have full authority to consent and authorize the company to use their likenesses and names. I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company materials or other company publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I hereby release the company, its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation of the minor children listed below.

This Release and Indemnification Agreement (Agreement) is entered into by the Adult Participant, and if any minor(s) is/are named below, the Adult Participant signs this agreement on behalf of and as parent or legal guardian for such Child Participant(s) identified below in favor Quantum Sportswear, LLC (dba Quantum Sports), collectively and severally. Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of Quantum Sports permitting Participant to enter the Premises and participate in the Activities, including the Activities that may occur in, about, or near or any other premises owned or operated by Quantum Sports wherever located (Premises), Participant agrees as follows:

A. Activities: Quantum Sports operates an inflatable attraction park, which offers Participants (a) the opportunity to participate actively or passively, in adventure park related activities, including, but not limited to, jumping, sliding, dodge ball, soccer, flag football, t-ball, kick ball, wiffle ball, basketball, tumbling, and other miscellaneous trampoline and adventure activities, instruction, training, fitness classes, competition, events, and programs and (b) access to the Premises and snack bar (collectively, Activities).

B. Notice regarding the type of risks.

B.1 Risks associated with activities. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; failure of the attraction surface or attachments; being hit by a ball; collisions with other participants; erratic co-participant behavior; collisions with standards and supports; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgment by employees; paralysis, disability, or death; personal injury to third persons; or property damage. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before purchasing admission.

B.2 Exposure to Bacteria, Fungus and contagious diseases. By entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases and COVID-19, which notwithstanding governmental recommendations and the practices of Quantum Sports, cannot be eliminated. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT KNOWINGLY AND FULLY ASSUMES THE RISK OF, RELEASES, AND SHALL INDEMNIFY QUANTUM SPORTS FROM ALL CLAIMS (AS DEFINED IN SECTION D BELOW) OR BODILY INJURY RESULTING FROM PARTICIPANT'S EXPOSURE TO ANY BACTERIA, FUNGUS, VIRUS, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AND IN ANY WAY CONNECTED TO PARTICIPANT'S ENTRY INTO THE PREMISES OR ENGAGEMENT IN THE ACTIVITIES. FURTHER, ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THAT OF THE CHILD PARTICIPANT(S) CONSENTS TO HAVING THEIR TEMPERATURE TAKEN BY QUANTUM SPORTS AND ACKNOWLEDGES THEY MAY BE DENIED ACCESS TO OR FORCED TO VACATE THE PREMISES IF THEY EVIDENCE

SYMPTOMS OF EXPOSURE TO BACTERIA, FUNGUS, VIRUSES, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AS IDENTIFIED BY THE CENTER FOR DISEASE CONTROL AND PREVENTION.

C. Assumption of Risks: Notwithstanding the foregoing risks and the safety measures implemented by Quantum Sports, Participant acknowledges it is impossible to eliminate all risk of injury and understands the demands of the Activities relative to Participant's physical condition and skill level. PARTICIPANT AFFIRMS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND PARTICIPANT KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH THE ACTIVITIES AND ACCESS TO THE PREMISES.

D. Release and Indemnity: TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF HIMSELF, CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY QUANTUM SPORTSWEAR, LLC d/b/a QUANTUM SPORTS, THE LEGAL OWNER OF THE PREMISES, THE LANDLORD, MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THEIR LENDERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT SUPPLIERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, PROTECTED PARTIES) FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER COSTS) (COLLECTIVELY, CLAIMS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY PROPERTY DAMAGE OR BODILY INJURY (INCLUDING DEATH) TO PARTICIPANT RESULTING IN ANY WAY FROM (A) PARTICIPANT'S USE OF THE PREMISES, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, (C) LOSS OR THEFT OF PERSONAL PROPERTY, (D) FROM THE CONSUMPTION OF ALCOHOL AT THE PREMISES BY PARTICIPANT OR ANY OTHER INVITEE OF QUANTUM SPORTS, OR (D) PARTICIPANT'S BREACH OF THIS AGREEMENT. THE INDEMNITY SHALL ALSO INCLUDE ADULT PARTICIPANT'S OBLIGATION TO INDEMNIFY THE PROTECTED PARTIES FROM ANY SUM OR SETTLEMENT PAID TO OR ON BEHALF OF THE CHILD PARTICIPANT RESULTING FROM A CLAIM IN ANY WAY INVOLVING THE FOREGOING SUBSECTIONS AND ALL CLAIMS RESULTING FROM OR RELATING TO ANY INSUFFICIENCY OF PARTICIPANT'S LEGAL CAPACITY OR AUTHORITY TO EXECUTE THIS AGREEMENT FOR OR ON BEHALF OF THE CHILD PARTICIPANT. PARENT/GUARDIAN ALSO EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS QUANTUM SPORTS SHOULD THE MINOR CHILD DISAVOW THIS RELEASE UPON THE AGE OF MAJORITY AND SEEK DAMAGES FOR BODILY INJURY PROPERTY DAMAGE IN A MANNER INCONSISTENT WITH THE TERMS AND AGREEMENT HEREIN.

E. Dispute resolution and arbitration: Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement (Dispute) shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. The arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by 9 U.S.C. § 1 et seq.

F. Waiver of Jury Trial: TO THE EXTENT PERMITTED BY LAW, ADULT PARTICIPANT AND QUANTUM SPORTS KNOWINGLY, WILLINGLY, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION. The right to a trial by jury is a right parties would or might otherwise have had under the Constitutions of the United States of America and the state in which the Premises is located.

G. Authority: If Adult Participant signs this Agreement on behalf of his/her spouse, child, family member, friend, minor child, or other person, Adult Participant warrants and represents to Quantum Sports that he/she has the legal authority and such person's actual and implied authority to execute this Agreement on their behalf, including, but not limited to, the arbitration clause, release, indemnity agreement, and license.

H. Participants duties in the event of injury on premises: Participants hereby agree to immediately inform management or employees of Quantum Sports when Participant has suffered an injury on the premises and shall agree to provide a statement to Quantum Sports, then and there, including all details of the injury then known, including how it occurred and further agree to provide Quantum Sports with the names of any witnesses then and there known to the events leading to the injury. Quantum Sports reserves the right to refuse entry to the Participant at any Quantum Sports location or event following the injury if notice and information is not provided per the terms stated herein.

I. Complete Agreement: Participant represents to the Protected Parties that this Agreement is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein, this Agreement may only be modified in writing, and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the state in which the Premises is located and that if a portion thereof is held invalid, it is agreed that the remainder of the agreement shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or due to Participant's use of the Premises or participation in the Activities shall lie in the County in which the Premises is located. The substantive laws of the state in which the Premises is located shall apply. By signing below, Participant authorizes Quantum Sports to communicate with Participant via email with updates, news, advertisements, and offers.

J. Representations by Participant: Participant represents to the Protected Parties as follows:

1. Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.
2. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
3. Participant shall only attempt Activities that Participant can perform safely.
4. Participant is not aware of any health problems that would prevent him/her or the minor child from participating in the Activities.

5. Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities or the safe participation of the minor child.

6. Quantum Sports may, but shall not be obligated or required to, administer to Participant emergency aid, CPR, and use an AED (defibrillator), secure emergency medical care or transportation (i.e., EMS), and Participant shall assume all costs of emergency medical care and transportation.

7. Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

BY EXECUTING THIS AGREEMENT, I REPRESENT I HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO BE BOUND AS SET FORTH HEREIN.

Signature of Adult Participant: _____

Date: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF QUANTUM CENTER ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Signature of Parent/Guardian: _____

Date: _____