

Go Jump In Walsall Waiver

Waiver Valid From: 10/7/2017 - 10/7/2018

You must either be the person listed below or the parent, legal guardian or Responsible Adult (as defined below) of that person in order to sign the waiver.

This is a legally binding document. Do not sign unless you wish to be bound by its terms.

In consideration and as a condition of being allowed to participate in the services and activities, including, but not limited to, trampoline park and arena access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities, café and snack bar access and any other related activities (collectively referred to herein as “ACTIVITIES”), provided by GOJUMPIN LIMITED and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively referred to herein as “GOJUMPIN”), I hereby acknowledge and agree to the following:

1. I am a competent adult aged 18 years or older.
2. In so far as this waiver and release of liability agreement (“agreement”) is signed by me on behalf of a child who is under the age of 18 years (“child”), I confirm that child’s full name and age are printed above and that either (i) I am the parent / guardian of that child; or (ii) where I am not the parent / guardian of that child I certify that the child’s parent(s) or guardian(s) (as the case may be) of that child has(/have) granted permission for me to assume responsibility for that child (“Responsible Adult”) and for me to have the right to sign this agreement on their behalf.
3. I acknowledge that this agreement will be used by GOJUMPIN and will govern my actions and responsibilities whilst participating in (or, if applicable, whilst the child participates in) the ACTIVITIES.
4. My (/the child’s) involvement and/or participation in the ACTIVITIES is voluntary, and I am acting under my own free will (on behalf of the child in my capacity as parent, guardian or Responsible Adult, as applicable).
5. I acknowledge that my(/the child’s) participation in the ACTIVITIES may be physically demanding and that the risk of injury from the ACTIVITIES is significant, including the potential for serious bodily injury, permanent disability, paralysis and loss of life. I also acknowledge that such risks cannot be eliminated entirely without jeopardizing the essential qualities of the ACTIVITIES and that while particular rules, equipment and self-discipline may reduce the risks, the risk of injury does still exist.
6. I acknowledge that there is potential for risks and dangers that may not be obvious or reasonably foreseeable at this time.
7. To reduce the risks, I agree (on behalf of the child as parent, guardian or Responsible Adult, as applicable) to follow (and, if applicable, procure that the child follows) the rules established for participation in the ACTIVITIES, including the rules posted in and around the

GOJUMPIN facility and on the GOJUMPIN website, and all instructions given to me by GOJUMPIN before and during my participation in the ACTIVITIES, including, without limitation, on any safety videos that are playing in and around the GOJUMPIN facility or on the GOJUMPIN website.

8. I confirm that I have read (and/or have had read to me), understand and will follow (and, if applicable, procure that the child follows) the rules established for participation in the ACTIVITIES and the reasonable instructions given to me by GOJUMPIN.

9. I confirm that I have (and, if applicable, that the child has) watched the GOJUMPIN safety video and agree to follow the rules and guidance presented therein.

10. I certify that I have (/the child has) no medical conditions or health concerns that make it dangerous to participate in the ACTIVITIES in a safe manner for myself (/himself or herself) or others and that if I have any concerns in this regard, GOJUMPIN has been informed or will be informed prior to my(/the child) undertaking any of the ACTIVITIES.

11 I accept sole responsibility for my own (/the child's) conduct and actions whilst participating in the ACTIVITIES.

12. "GOJUMPIN will only accept liability for any loss or damage you may suffer undertaking the ACIVITIES or otherwise if that loss or damage is caused by GOJUMPIN's failure to carry out GOJUMPIN's obligations under this agreement or to a reasonable standard or by breach of any duties imposed on GOJUMPIN by law (including if GOJUMPIN causes death or personal injury to you by GOJUMPIN's negligence) unless that failure is attributable to: (i) your own fault; (ii) the provision of services or products by a third party to GOJUMPIN or by the actions of a third party to GOJUMPIN (iii) events which GOJUMPIN could have foreseen or forestalled even if GOJUMPIN had taken all reasonable care".

13. I agree (/on behalf of the child, if applicable) to indemnify, hold harmless and promise not to sue (and, if applicable, procure that the child shall not sue) GOJUMPIN for any and all liabilities or claims arising as a result of participation in the ACTIVITIES or any activities incidental thereto, wherever, whenever, or however the same occur, whether caused by negligence or otherwise, except to the extent that GOJUMPIN accepts liability at clause 12 above

14. Except as set out in clause 12 above I confirm that I am 100% liable for all medical expenses incurred as a result of any injury or property damage during participation by myself(/the child) in the ACTIVITIES.

15. I consent and agree that GOJUMPIN may take photographs or digital recordings of me(/the child) participating in the ACTIVITIES and use these in any and all media for training, promotional or other safety purposes. I further consent that my identity (and, if applicable, the child's entity) may be revealed therein or by description, text or commentary. I waive any rights, claims or interest to inspect or approve the use of the photograph and/or recording with respect to myself (and, if applicable, the child), and understand that there will be no financial or other remuneration of any kind.

16. I consent to receive (/for the child to receive) treatment that may be deemed advisable in

the event of injury, accident, and/or illness as a result of my (/the child) participating in the ACTIVITIES.

17. I agree that entering into this agreement indicates permanent waiver and release of liability with respect to myself (and, if applicable, the child). I understand that this agreement will be kept on file for future visits. I understand that if I wish to revoke this agreement I must contact GOJUMPIN and obtain their agreement to such revocation in writing.

18. I understand that this waiver, release of liability and image release is intended to be as broad and inclusive as permitted by the laws of England and Wales (with respect to myself and, if applicable, the child). I further agree that if any part/s of this agreement are held invalid the remainder will continue in full force and effect.

19. I agree that this agreement is governed by the laws of England and Wales and that the venue for any legal proceedings shall be the courts of England and Wales.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

I have read and accept the waiver terms and conditions .

