

Jump Nation Customer Waiver and Voluntary Release

The individual named below (referred to as “I” or “me”) wants to participate in the Jump Nation aqua park water activities (the “*Activity*”) at _____ (Jump Nation Location) provided by JUMP NATION, LLC, a Michigan limited liability company (the “*Company*”). As lawful consideration for being permitted by the Company to participate in the Activity, whose registration requires me to accept this agreement, I agree to all the terms set forth in this agreement.

I am aware and understand that the Activities are dangerous activities and involve the risk of serious injury or death or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the Company. I recognize the physical exertion involved in the Activity and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional. I acknowledge that I am voluntarily participating in the Activities with knowledge of the danger involved and hereby agree to accept and assume all risks of injury, death, or property damage, whether caused by the negligence of the Company or otherwise.

I hereby expressly waive and release all claims, now known or later known in any jurisdiction throughout the world, against the Company and Jump Nation Franchising, LLC, Jump Island, LLC, Aqua City INC, and their respective affiliates, officers, directors, members, owners, employees, advertisers, promoters, successors, and assigns (collectively, the “*Released Parties*”), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Company or any Released Parties or otherwise. I covenant not to make or bring any claim against the Company or any other Released Party, and forever release and discharge the Company and all other Released Parties from liability under these claims.

I will defend, indemnify, and hold harmless the Company and all other Released Parties against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by the indemnified party in a final judgment, arising out of or resulting from any claim of a third party related to the Activities.

I hereby grant the Company and Jump Island Franchising, LLC, Jump Nation, LLC, Aqua City INC, along with their agents and respective licensees, successors, and assigns (collectively, the “*Licensed Parties*”) the right to use, publish, and copyright my name, picture, portrait, or likeness, testimonial, voice, video, photographic images, artwork in advertising, promoting, and publicizing Jump Nation products and services taken in any media and in any manner or form throughout the world in perpetuity. I agree that any picture taken of me by the Licensed Parties is owned by them.

This agreement constitutes the entire agreement of the Company and me with respect to the subject matter contained in this agreement and supersedes all earlier and contemporaneous understands, agreements, representations, and warranties, both written and oral, with respect to the subject matter. If any term of this agreement is invalid, illegal, or unenforceable in any jurisdiction, that invalidity, illegality, or unenforceability will not affect any other term of this agreement or invalidate or render unenforceable that term in any other jurisdiction. This agreement binds and inures to the benefit of the Company and me and their respective successors and assigns. The laws of the State of Michigan—without giving effect to its principles of conflicts of law—govern all matters arising out of or

relating to this agreement, including its validity, interpretation, construction, performance, and enforcement. Any claim or cause of action arising under this agreement will be brought only in the federal and state courts located in the State of Michigan and I hereby consent to the exclusive jurisdiction of those courts.

By signing, I acknowledge that I have read and understood all the terms of this agreement and that I am voluntarily giving up substantial legal rights, including the right to sue the Company.

Signature:

Date:

Name:

Address:

City:

State:

Zip:

Home Phone: () - - **Cell Phone:** () - -

Email:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms of this agreement.

Signature:

Date:

Name:

Address:

City:

State:

Zip:

Home Phone: () - - **Cell Phone:** () - -

Email:

Relationship to Minor:

Emergency Contact

Name:

Cell Phone:

Email:

Relationship to You: