

KCD GROUP, INC. - ALTITUDE BILLERICA TRAMPOLINE PARK
PARTICIPANT AGREEMENT
WAIVER, RELEASE AND ASSUMPTION OF RISK

PARTICIPATION IN TRAMPOLINE COURT ACTIVITIES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL AND/OR EMOTIONAL INJURY, PARALYSIS, DEATH OR DAMAGE TO YOUR SELF AND/OR TO OTHERS. RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, SLIPPING AND FALLING, COLLISIONS WITH FIXED OBJECTS AND/OR OTHER PEOPLE WHICH MAY RESULT IN SPRAINS, FRACTURES, BREAKS, SCRAPES, BRUISES, DISLOCATIONS AND INJURIES TO HEAD, BACK AND NECK.

In consideration of the services provided by KCD Group, Inc., a Massachusetts corporation, who is the owner and operator of ALTITUDE BILLERICA TRAMPOLINE PARK (the "Park") and my desire to spectate and/or participate in the activities and services provided by KCD Group, Inc., at the Park (*KCD Group Inc., and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms, or entities claiming by or through them are hereinafter known as "KCD"*):

I, _____ (*print name*), on behalf of myself, my spouse, my child(ren), minor child for whom I am appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby:

- (a) agree to use the Park and its facilities in a safe and responsible manner;
- (b) agree to abide by the Park rules and instructions and the directions of Park employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize the Park employees and representatives to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- (c) agree to fully and forever waive, release and discharge KCD from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my activities within the Park; (b) the activities within the Park by others; (c) the operation of the Park by KCD; (d) my use of any and all of the Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, KCD or a third party;
- (d) agree to indemnify and hold KCD harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park;
- (e) agree to accept and assume all of the risks which accompany the Park's activities and represent that my participation in the activities is purely voluntary and I elect to participate in the activities notwithstanding the risks;
- (f) fully understand that participating in the activities within the Park involves physical exertion; and accordingly represent that I (i) am in sufficient good health to participate in activities within the Park; (ii) I do not have any pre-existing physical or medical condition, including without limitation pregnancy, orthopedic problems, including back problems; heart problems; and/or breathing problems, that might be impacted or worsened by my use of the Park; and (iii) will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment; and,
- (g) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities within the Park, or if not, I agree to bear the costs of such injury or damage to myself and others. I agree that any legal proceeding shall be filed solely in the state of Massachusetts and I further agree that the substantive law of Massachusetts shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KCD Group Inc. 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 understood it, and I agree to be bound by its terms.

I understand and agree that: (i) that this Waiver, Release and Assumption of Risk gives up important legal rights; (ii) I am giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) the signature below is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Dated: _____, 20____

PARTICIPANT:

(Signature)

(Print Name - Picture I.D. required)

If the Participant is not 18 years of age or older, then the following Parent or Guardian Consent must be read and signed before the Participant is allowed to use the Park and its facilities.

PARENT OR GUARDIAN CONSENT

I have read and understand the terms of this WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

(Print Your Child's or Ward's Name) _____
(Child or Ward's D.O.B)

All such terms, statements, warranties, notices, representations, waivers and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Consent, I am giving up important legal rights both on behalf of myself and my child or ward regarding potential rights and claims against KCD. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Dated: _____, 20____

PARTICIPANT/GUARDIAN¹:

(Signature)

(Print Name - Picture I.D. required)

Relationship to Child or Ward: _____

Parent/Guardian Telephone Number: _____

Parent/Guardian Address: _____

¹ I hereby warrant and represent that if I am neither the Child's Parent nor legal Guardian, I have been granted the expressed authority to execute this Waiver, Release and Assumption of Risk Agreement by, and on behalf of, the Child's Parent or Guardian.