

WAIVER OF INHERENT RISK LIABILITY – MINOR CHILD

A SIGNED WAIVER IS REQUIRED TO PARTICIPATE AT YU JUMP

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN PURSUANT TO FL. STAT. § 744.301

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF NOAH’S ARK LLC / NOAH’S ARK LLC d.b.a. YU JUMP USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM NOAH’S ARK LLC / NOAH’S ARK LLC d.b.a. YU JUMP IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND NOAH’S ARK LLC / NOAH’S ARK LLC d.b.a. YU JUMP HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

In consideration for allowing the minor child(ren) identified below to enter into the play center and/or participate in any parties, programs, or activities at Yu Jump, the undersigned natural guardian of the minor child(ren) identified below, on behalf of the minor child(ren) below, acknowledges, appreciates, understands, and agrees that:

_____ **I HAVE READ THE FOREGOING “NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN PURSUANT TO FL. STAT. § 744.301”.**

_____ **I AM AWARE THERE ARE INHERENT RISKS.** I acknowledge that participation in inflatables, bounce houses, and other games and activities offered at Yu Jump’s facilities is inherently risky, hazardous, and dangerous. I understand that these activities can result in serious injury or damage to the minor child(ren) identified below. Participation in these activities by the minor child(ren) identified below could result in physical or emotional injury, paralysis, death, property damage, or other damage to the minor child(ren) identified below as a result of these inherent risks. I understand that certain risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the activity, bounce houses, or inflatables.

_____ **DEFINITION OF “INHERENT RISKS”.** As used in this Waiver, the term “inherent risk” means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner, as set forth in Fl. Stat. § 744.301. The term includes, but is not limited to, the failure by the activity provider to warn the natural guardian or minor child of an inherent risk and the risk that the minor child or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of the minor child. A participant does not include the activity provider or its owners, affiliates, employees, or agents.

_____ **WAIVER OF INHERENT RISK LIABILITY.** I therefore hereby waive and release, in advance, any claim or cause of action against NOAH’S ARK LLC / NOAH’S ARK LLC d.b.a. Yu Jump, or its owners, affiliates, employees, or agents, which would accrue to the minor child(ren) identified below for personal injury, including death, and property damage resulting from an inherent risk in the programs or activities at Yu Jump.

_____ **I AGREE TO REPORT HAZARDS.** If I discover any hazards at Yu Jump, or otherwise have reasonable cause to believe a hazard exists at Yu Jump, I agree to immediately report said hazard to the nearest Yu Jump employee.

_____ **I HAVE READ AND UNDERSTAND THE RULES.** I hereby certify that I have read a copy of the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand it is my responsibility to ensure that the minor child(ren) identified below understands the rules and abides by the rules. If I have reasonable cause to believe that any rules have been broken by any individual at any time, I agree to immediately bring same to the attention of the nearest Yu Jump Employee.

_____ **CERTIFICATION OF INSURANCE.** I hereby certify that I have previously acquired or procured sufficient insurance coverage on behalf of the minor child(ren) identified below to cover, or I otherwise agree to individually bear and pay on behalf of the minor child(ren) identified below, any and all costs incurred as a result of personal injury, including death, and property damage, resulting from an inherent risk in the programs or activities at Yu Jump.

_____ **CERTIFICATION OF GOOD HEALTH AND VOLUNTARY PARTICIPATION.** I hereby certify that the minor child(ren) identified below is in good health, and that the minor child(ren) identified below has no health conditions or physical limitations which would interfere with safe participation at Yu Jump. I further certify that participation by the minor child(ren) identified below at Yu Jump is strictly voluntary.

_____ **CERTIFICATION OF AUTHORITY.** I hereby certify that I am over the age of 18 and I am a parent and/or natural guardian of the minor child(ren) identified below. I further certify that I am authorized to execute this waiver of inherent risk on behalf of the minor child(ren) identified below pursuant to Fl. Stat. §744.031.

_____ **CERTIFICATION OF REVIEW AND COMPREHENSION.** I certify that I have carefully read every word of this document, and that I understand and agree to all of the terms, conditions, waivers, and certifications made herein. Prior to executing this document, I have had an opportunity to ask any and all questions I may have. I understand that I have the right to review this document with an Attorney of my choosing prior to signing, if I wish.

_____ **CERTIFICATION OF ENTIRETY.** I certify that no contradictory oral representations, statements, or inducements have been made or relied on by me, and that this document reflects the entirety of the representations made to me and relied on by me in determining execution of this document.

_____ **I HAVE READ THIS DOCUMENT AND THE FOREGOING NOTICE, HAVE AFFIXED MY INITIALS ABOVE, AND I AGREE TO ALL TERMS AND CONDITIONS LISTED.**

PRINTED NAME NATURAL GUARDIAN

SIGNATURE NATURAL GUARDIAN

DATE

CONTACT TELEPHONE

ADDRESS

CITY

STATE

ZIP

CONTACT EMAIL ADDRESS

1. _____
PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

4. _____
PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

2. _____
PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

5. _____
PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

3. _____
PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

6. _____
PRINTED NAME MINOR CHILD

MINOR AGE

MINOR DOB

AGREEMENT, WAIVER OF LIABILITY, RELEASE AND ASSUMPTION OF RISK

A SIGNED WAIVER IS REQUIRED TO ENTER, REMAIN, OR PARTICIPATE AT YU JUMP'S FACILITIES

In consideration for permission to enter into or remain upon Yu Jump's property and/or facilities, and/or for permission to participate in any parties, programs, or activities at Yu Jump, the undersigned acknowledges, appreciates, understands, and agrees that:

1. **ASSUMPTION OF RISKS.**
 - A. **YU JUMP'S FACILITIES AND ACTIVITIES CAN BE HAZARDOUS AND DANGEROUS.** Proximity to or participation in Yu Jump's activities requires strenuous exercise, various degrees of physical, mental and emotional capabilities, and various degrees of skill and expertise. I understand that proximity to or participation in these activities can result in serious injury or damage to me and/or my property while on Yu Jump's property.
 - B. **I AM AWARE THERE ARE RISKS.**
 - C. **THESE RISKS INCLUDE BUT ARE NOT LIMITED TO:** Risks associated with inflatables, bounce houses, and other games and activities offered at Yu Jump can arise from defective equipment, human error, misuse of equipment, overcrowding, lack of parental supervision, and other instances of ordinary or gross negligence by Yu Jump or its employees, staff, agents, owners, operators, and independent contractors, as well as other third parties, participants, my child and myself. Proximity to or participation in activities offered at Yu Jump can lead to injuries including rope burn, vinyl burns, sprains, fractures, broken bones, scrapes, bruises and cuts, dislocations, pinched fingers, toes, and/or other appendages, nerve damage, bleeding, loss of blood, headaches, muscle cramps, muscle spasms, torn ligaments or tendons, asphyxiation, choking, loss of consciousness, and serious injuries to the head, back, neck, spinal cord, spinal column, and spine, which can cause paralysis or even death. Participants often fall off of equipment, sprain or break wrists, ankles, legs, and can suffer more serious injuries as well. Participants often fall onto each other resulting in various injuries described herein. Double-bouncing, flipping, running, and bouncing or climbing over walls is dangerous and can cause serious injuries. There are also many other risks not disclosed or identified here. Pre-existing medical conditions, including but not limited to pregnancy, can increase the risks associated with proximity or participation in activities at Yu Jump. I understand that Yu Jump and its employees, owners, agents, and contractors are not responsible to monitor or protect me, my child, or any other participants or third parties from any types of risks or harm whatsoever, whether known, or unknown, whether disclosed or undisclosed, whether latent or overt.
 - D. **I AM AWARE THERE ARE ALSO INHERENT RISKS.** I acknowledge that proximity to or participation in inflatables, bounce houses, and other games and activities offered at Yu Jump's facilities is inherently risky, hazardous, and dangerous. I understand that these activities can result in serious injury or damage. Proximity to or participation in these activities could result in physical or emotional injury, paralysis, death, property damage, or other damage as a result of these inherent risks. I understand that certain risks are inherent and cannot be eliminated without jeopardizing the essential qualities of the activity, bounce houses, or inflatables.
 - E. **I ASSUME ALL RISKS.** I expressly agree to assume 100% of all risks associated with my presence on Yu Jump's property and my proximity or participation in activities at Yu Jump. I assume any and all risk, damage or injury, whether inherent or otherwise, whether known or unknown, whether disclosed or undisclosed, and whether latent or overt, while on Yu Jump's property.
2. **WAIVER OF ALL RESPONSIBILITY AND LIABILITY.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NOAH'S ARK LLC, and Yu Jump, and their owners, employees, agents, affiliates, directors,, trustees, and all other persons or entities acting on their behalf, from and against any and all claims, demands, liability, causes of action, costs and/or expenses, and Attorney's fees and costs, on behalf myself, my estate, my executors, my heirs, my administrators, my beneficiaries, or any other third parties resulting in any way from injuries, damages, or losses of any kind sustained to my person or property while in or upon any Yu Jump property, premise, facility or while in proximity to or participation in Yu Jump activities, including but not limited to (i) any such claims which allege negligent acts or omissions, whether ordinary or gross, of NOAH'S ARK LLC and Yu Jump, and their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf; (ii) any such claims for damage to or theft of my personal belonging, jewelry, or other personal property which may occur while I am on Yu Jump's property or facility and/or while I am in proximity to or participating in Yu Jump's activities.
3. **LIMITATION OF RIGHTS, WIVER OF JURY TRIAL, LIMITATION ON DAMAGES.** In addition to, and not in lieu of the release, assumptions of risk, and waiver set forth herein, I agree that in the event litigation or claims are initiated by me, my estate, my executors, my heirs, my administrators, my beneficiaries, or any other third parties against NOAH'S ARK LLC, Yu Jump, or their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf, resulting in any way from injuries, damages, or losses of any kind sustained to my person or property while in or upon any Yu Jump property, premise, facility or while in proximity to or participation in Yu Jump's activities, and said injuries, damages, or losses are alleged to be recoverable in whole or any part as having not been addressed, covered, released, discharged or waived by the language of this document, or the language of this document is held in any part to be unenforceable, then I agree as follows: (i) Venue shall only be in the Courts of the State of Florida and only in the County in NOAH'S ARK LLC, and Yu Jump, or their owners, employees, agents, affiliates, directors, trustees, and all other persons or entities acting on their behalf, shall not be held liable, under any circumstances, for any damages in excess of Ten Thousand Dollars (\$10,000.00), it being understood that pricing for the facilities and activities at Yu Jump is set in reliance upon this limitations of damages.
4. **I AGREE TO REPORT HAZARDS.** If I discover any hazards at Yu Jump, or otherwise have reasonable cause to believe a hazard exists at Yu Jump, I agree to immediately report said hazard to the nearest Yu Jump employee.
5. **I HAVE READ AND UNDERSTAND THE RULES.** I hereby certify that I have read a copy of the operational rules and understand that it is my responsibility to ask questions about the operational rules and regulations if necessary. I understand it is my responsibility to ensure that I understand the rules and abides by the rules. If I have reasonable cause to believe that any rules have been broken by any individual at any time, I agree to immediately bring same to the attention of the nearest Yu Jump employee.
6. **CERTIFICATION OF INSURANCE.** I hereby certify that I currently maintain sufficient insurance coverage on behalf of myself and my property to cover, or I otherwise agree to individually bear and immediately pay, any and all costs incurred as a result of personal injury, including death, and property damage, in any way resulting from presence upon Yu Jump's property or facilities or resulting from proximity or participation in the programs or activities at Yu Jump.
7. **CERTIFICATION OF GOOD HEALTH AND VOLUNTARY PARTICIPATION.** I hereby certify that I am in good health, and that I have no health conditions or physical limitations which would interfere with safe presence or participation at Yu Jump, or that would increase the likelihood of injury, damage or loss while on the property of Yu Jump. I further certify that my presence and/or participation at Yu Jump is strictly voluntary.
8. **CERTIFICATION OF AUTHORITY.** I hereby certify that I am over the age of 18, have not been diagnosed with any mental or psychological disorders which affect my judgment in any way, and have never been adjudicated incompetent by any Court of competent jurisdiction. I further certify that I am not currently under the influence of any alcohol, drugs, or other medication, including but not limited to illegal drugs and prescription medications.
9. **CERTIFICATION OF REVIEW AND COMPREHENSION.** I certify that I have carefully read every word of this document, and that I understand and agree to all of the terms, conditions, waivers, and certifications made herein. Prior to executing this document, I have had an opportunity to ask any and all questions I may have. I understand that I have the right to review this document with an Attorney of my choosing prior to signing, if I wish.
10. **CERTIFICATION OF ENTIRETY.** I certify that no contradictory oral representations, statements, or inducements have been made or relied on by me, and that this document reflects the entirety of the representations made to me and relied on by me in determining execution of this document.
11. **SEVERASBILITY CLAUSE.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect. The illegality, invalidity or unenforceability of any provisions or terms of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
12. **I HAVE READ THIS DOCUMENT AND THE FOREGOING NOTICE, HAVE AFFIXED MY SIGNATURE BELOW, AND I AGREE TO ALL TERMS AND CONDITIONS LISTED.**

<u>ENTRY</u>	<u>PRINTED NAME</u>	<u>SIGNATURE</u>	<u>DATE</u>	<u>Contact Phone</u>
1.				
2.				
3.				
4.				
5.				
6.				