



### **Liability Waiver, Arbitration Agreement, Release and Assumption of Risk (The "Agreement")**

In consideration for being allowed to enter XFactor Trampoline and access XFactor Trampoline attractions, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, estate, and insurers, I hereby release, indemnify, hold harmless, and discharge Morningstar Entertainment LLC (DBA XFactor Trampoline), its agents, owners, officers, affiliates, volunteers, participants, employees, insurers and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "XFactor Trampoline"), as follows:

1. I acknowledge that my participation in games or activities at XFactor Trampoline, including those involving trampolines, inflatables, arcades, laser tag, disco lights, DJ lights, laser lights and UV lights entails known, unknown and unanticipated risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, other bodily injury, skin and/or eye injury due to lights, any other injury due to the lights mentioned above, property damage, or even death to myself or to third parties. I acknowledge that I and/or my child(ren) are voluntarily participating in the activities at XFactor Trampoline. I understand and agree that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. By initialing this waiver, I expressly agree to accept and assume all of the risks existing as a participant at XFactor Trampoline. My participation is purely voluntary and I elect to participate despite of the risks.

2. By initialing this waiver, I hereby voluntarily release, forever discharge, and agree to defend, indemnify, and hold harmless XFactor Trampoline from any and all claims, demands, or causes of action in any way connected with my and/or my child(ren)'s (if listed in paragraph 8 below) participation in games or activities at XFactor Trampoline and/or my and/or my child(ren)'s (if listed in paragraph 8 below) use of XFactor Trampoline's equipment or facilities including, but not limited to, any such claims based upon damages caused or alleged to have been caused in whole or in part by the negligent acts or omissions of XFactor Trampoline and its employees. By initialing this waiver, I further agree that, should XFactor Trampoline or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

3. By initialing this waiver, I certify that I and/or my child(ren) are physically able to participate in all activities at XFactor Trampoline without aid or assistance and that I am willing to assume the risk of any medical or physical condition that I and/or my child(ren) may have. If I and/or my child(ren) (if listed in paragraph 8 below) are injured, I acknowledge that I and/or my child(ren) (if listed in paragraph 8 below) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. By initialing this waiver, I understand and agree that I will not seek payment from XFactor Trampoline for any medical costs and other expenses I and/or my child(ren) (if listed in paragraph 8 below) incur as a result of my and/or my child(ren)'s (if listed below) participation in activities at XFactor Trampoline.

4. By initializing this waiver, I certify that, if I or any of my family member fraudulently buy the ticket under a different name and give someone a favor to purchase the ticket who does not have signed waiver in our system, I will take the responsibility of any injury happens to that person who does not have signed waiver in our system and XFactor will not be responsible. I further certify that I will hold XFactor Trampoline harmless from any law suit, claim, demands or causes of action arises due to the incident mentioned above.

5. I have read XFactor Trampoline's rules as posted in the entryway (the "XFactor Trampoline Rules"), a printed copy of which will be provided to me upon request. I agree that the XFactor Trampoline Rules govern my and/or my child(ren)'s (if listed in paragraph 8 below) participation in any activities at XFactor Trampoline. By initialing this waiver, I certify that I assume the responsibility of explaining the XFactor Trampoline Rules to the child(ren) listed in this waiver. I understand that the XFactor Trampoline Rules have been implemented for the safety of all XFactor Trampoline guests, including myself and/or my child(ren) (if listed in paragraph 8 below). I acknowledge that failure to follow the rules could pose dangerous situations to other participants and could result in the expulsion of myself and/or my child(ren) (if listed in paragraph 8 below) from XFactor Trampoline and legal action from other participants.



6. I understand that XFactor Trampoline is under video surveillance may record all activities. By initialing this waiver, I consent and grant XFactor Trampoline the right, without reservation or limitation, to photograph, videotape, and/or record me and/or my child(ren) (if listed in paragraph 8 below) through mechanical, photographic, digital, electronic or other means. I hereby consent to and authorize XFactor Trampoline and its agents, representatives, employees, successors and assigns to use, in perpetuity, the aforementioned recordings and images for any lawful purpose, including advertising, promotion, and publicizing XFactor Trampoline without any compensation to me and my child(ren).

7. 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. If there are any disputes regarding this Agreement, by initialing this waiver, I, on behalf of myself and/or my child(ren) (if listed in paragraph 8 below), hereby waive any right I and/or my child(ren) (if listed in paragraph 8 below) may have to a trial by jury and agree that such dispute shall be brought within one year of the date of this Agreement. The arbitration will be determined in the county where XFactor Trampoline is located before one arbitrator and the substantive laws of Illinois shall apply without regard to choice of law principles. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures.

8. I am accepting and agreeing to this waiver and consent on my own behalf and/or on the behalf of the minors listed below, and as their parent, legal guardian or custodian, I knowingly, voluntarily and freely accept and assume any and all risks, both known and unknown, of personal injury, death, theft, kidnapping, issues with other customer or loss or damage of personal property that may occur while on XFactor Trampoline premises (including parking lot and any other Factor Trampoline facilities), before, during, or after the activities provided by XFactor Trampoline, however caused, even if caused in whole or in part by the action, inaction or negligence of XFactor.

**By signing this document, I acknowledge that if I or any of my child(ren) are injured during the activities at XFactor Trampoline, this waiver prevents and prohibits any recovery of money from XFactor Trampoline by me and/or my child(ren). I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.**

**I further certify that I am the parent or legal guardian of the child(ren) listed below or that I have an authorization to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed on this waiver form.**

**Parents (Above 18 years of age needs to fill this column)**

Date /Time	:	_____
Parents Name	:	_____
Email Address	:	_____
Gender	:	_____
Birthday	:	_____
Phone	:	_____
Address	:	_____
City	:	_____
State	:	_____
Zip Code	:	_____



Country : \_\_\_\_\_  
Referral Source : \_\_\_\_\_

**Children 1 Information**

Child Name : \_\_\_\_\_  
Gender : \_\_\_\_\_  
Birthday : \_\_\_\_\_

**Children 2 Information**

Child Name : \_\_\_\_\_  
Gender : \_\_\_\_\_  
Birthday : \_\_\_\_\_

**Children 3 Information**

Child Name : \_\_\_\_\_  
Gender : \_\_\_\_\_  
Birthday : \_\_\_\_\_

**Children 4 Information**

Child Name : \_\_\_\_\_  
Gender : \_\_\_\_\_  
Birthday : \_\_\_\_\_

**Children 5 Information**

Child Name : \_\_\_\_\_  
Gender : \_\_\_\_\_  
Birthday : \_\_\_\_\_

**Children 6 Information**

Child Name : \_\_\_\_\_  
Gender : \_\_\_\_\_  
Birthday : \_\_\_\_\_