

- **PLEASE ONLY VISIT THE PARK IF THE FOLLOWING APPLY:** (1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the park; (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well; (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19; (4) you consent to having you (or your minor child's) temperature checked upon entering the park.

ADDENDUM TO PARTICIPATION AND ARBITRATION AGREEMENT ADDING WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in the Participation and Arbitration Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **2INFINITY FLORIDA, LLC**, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

2INFINITY FLORIDA, LLC (LAKELAND, FL), PARTICIPANT AND ARBITRATION AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

***** PLEASE READ THIS DOCUMENT CAREFULLY *****

BY SIGNING IT, YOU ARE ALTERING YOUR MINOR CHILD'S/CHILDREN'S LEGAL RIGHTS

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

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 2INFINITY FLORIDA, LLC (LAKELAND, FL) 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 2INFINITY FLORIDA, LLC (LAKELAND, FL) 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 2INFINITY FLORIDA, LLC (LAKELAND, FL) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Initials: _____

In consideration of my minor child and/or children (hereinafter referred to as "my minor child", which term includes both the singular and plural) being allowed to participate in any or all of the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities, reduced/altered/theatrical/laser and special effects lighting, snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by 2INFINITY FLORIDA, LLC and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, 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 "2INFINITY FLORIDA, LLC"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release and discharge 2INFINITY FLORIDA, LLC on behalf of my minor child, and their heirs, assigns, personal representatives and estate as follows:

(1) WAIVER AS TO INHERENT RISKS: By signing this Participation Agreement, I, for and on behalf of my minor child, hereby waive and release 2INFINITY FLORIDA, LLC for any claim or cause of action against 2INFINITY FLORIDA, LLC, or its owners, affiliates, employees, or agents, which would accrue to my minor child for personal injury, including death, and property damage resulting from an inherent risk in using the facility and participating in ACTIVITIES. Such inherent risks include those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the ACTIVITIES provided by 2INFINITY FLORIDA, LLC and which are not eliminated even if the 2INFINITY FLORIDA, LLC acts with due care in a reasonably prudent manner.

Such inherent risks further include, but are not limited to:

A. The failure by 2INFINITY FLORIDA, LLC and/or any of its employees or agents to warn my minor child or me of an inherent risk; and

B. The risk that my minor child or another participant in the ACTIVITIES may act in a negligent or intentional manner and contribute to the injury or death of my minor child.

(2) In addition to the above waiver and release, the undersigned, for myself, and/or on behalf of my minor child, hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider 2INFINITY FLORIDA, LLC'S premises and facilities. It is further warranted that such entry into 2INFINITY FLORIDA, LLC'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and on behalf of my minor child as being safe and reasonably suited for the purpose of such observation, use or participation by my minor child. The undersigned, for myself, and on behalf of my minor child hereby represent that (i) my minor child is in good health and in proper physical condition to participate in the ACTIVITIES in which 2INFINITY FLORIDA, LLC provides; and (ii) my minor child is not, and during ACTIVITIES will not be, under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in ACTIVITIES; (iii) my minor child has not been advised against activities by a health professional; and (iv) I agree that my minor child does not have to participate in any ACTIVITIES my minor child does not voluntarily wish to participate in and that my minor child will only participate in any ACTIVITIES for which my minor child has sufficient skill to avoid injury. I agree that it is my sole responsibility to determine whether my minor child is sufficiently fit and healthy enough to participate in ACTIVITIES. The undersigned, for myself, and on behalf of my minor child, agree(s) to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and my minor child, accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my minor child while participating in the ACTIVITIES.

(3) **PHOTO RELEASE:** By entering 2INFINITY FLORIDA, LLC and participating in the ACTIVITIES, I hereby grant 2INFINITY FLORIDA, LLC on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with 2INFINITY FLORIDA, LLC and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted by this release are without compensation of any kind.

(4) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my minor child visits 2INFINITY FLORIDA, LLC, whether at the current location or any other 2INFINITY FLORIDA, LLC location or facility, including, or any of its subsidiary or affiliates' locations or facilities. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this document, whether in written or electronic format, I understand that I may be found by a court of law to have forever waived the rights of my minor child(ren) to recover for any bodily injury or death resulting from an inherent risk involved in the participation in ACTIVITIES in or about the facility by minor child. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

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- (1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the park;
- (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well;
- (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19;
- (4) you consent to having you (or your minor child's) temperature checked upon entering the park.

You MUST be 18 years old or older to sign your own waiver
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)



Enter Full Name and Date of Birth of Parent/Legal Guardian

Adult First Name: _____ Adult Last Name: _____
Adult Date of Birth: _____ Phone: _____
Email: _____
Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

We reserve the right to review your license and/or other forms of ID to verify identity and age.