



## **BIG BOUNCE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY**

ALL PARTICIPANTS MUST READ AND SIGN THIS DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY ("AWRL"). THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS AGAINST BIG BOUNCE AMERICA LLC AND RELATED ENTITIES, (the "Company").

In consideration of my ("I", "my" or "myself"), and/or on behalf of my child/ward's participation, (any of the foregoing, a "Participant") in a Big Bounce America LLC and related entities event and/or the activities specified herein or other activities conducted in conjunction therewith, (the "Event/Activity") I, on behalf of myself and on behalf of my heirs, executors, personal representatives, administrators, assigns and my Ward, acknowledge, accept and agree the following:

I acknowledge that participation in the Event/Activity has physical and mental limits and it carries with it potential for death, serious injury, and property loss.

I am also aware of the highly contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Event/Activity, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that while the Company has implemented measures to reduce the risk of injury from the Event/Activity and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases due to my participation in the Event/Activity and that engaging in the Event/Activity may increase my risk of contracting the Disease. I am also aware that the Activity cannot accommodate participants of a larger size (weight or height). The maximum weight for participants is 245lbs. The maximum height for participants is 76 inches.

Notwithstanding these risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING IN the Event/Activity and release the Released Parties, named below, and any related entities or individuals, of any claim for damages as a result of its NEGLIGENCE, ACTION OR INACTION, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, OF THE COMPANY WHILE PARTICIPATING IN THE EVENT/ACTIVITY. I certify that I am physically fit and have not been advised otherwise by a qualified health professional. I certify that neither myself or anyone on whose behalf I am signing currently or will exceed at the time of participation the weight and height limits, those being a weight limit of 245lbs and a height limit of 76 inches. I hereby declare that I will not participate in this Event/Activity if I exceed the

maximum weight or height limits. I hereby declare that I will not participate in this Event/Activity if I am under the influence of alcohol or illegal drugs, or any prescription drugs that could affect my balance or judgement.

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly and unequivocally acknowledge and state that it is my intent to take these actions:

- (a) I AGREE to abide by the rules adopted by the Company
- (b) I AGREE that prior to participating in an Event/Activity, I will inspect the structure, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area;
- (c) I HEREBY WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES FOR DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGES OF ANY KIND, INCLUDING ECONOMIC LOSSES AND LOSS AND/OR STOLEN ITEMS, WHICH ARISE OUT OF OR RELATE TO MY PARTICIPATION IN, OR MY TRAVELING TO AND FROM THE EVENT/ACTIVITY, THE FOLLOWING PERSONS OR ENTITIES: Big Bounce America LLC, Degy Booking International, Inc., United States, NAFI, Army Installation Management Command (IMCOM), Naval Station Norfolk, Commander, Installation Management Command (CNIC), Navy Exchange, NEXCOM, the venue and venue organization, any sponsors, event directors, employees, event owners, volunteers, all states, cities, counties, or localities in which events or segments of events are held, and the officers, directors, employees, representatives, volunteers, and agents of any of the above even if such claims, losses, or liabilities are caused by the NEGLIGENCE, ACTION OR INACTION OF THE ABOVE STATED PARTIES INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT of the persons/parties I am hereby releasing including the Company, and I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that any relevant law does not permit to be released by agreement;
- (d) I ASSUME THE RISKS OF PARTICIPATING IN THIS EVENT/ACTIVITY, including but not limited to the effects of weather including heat and/or humidity, falls, defective equipment, water hazards, and any hazard that may be posed by spectators or volunteers all such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of myself, or the persons or entities mentioned in paragraph (c) or other persons or entities;
- (e) I AGREE NOT TO SUE ANY OF THE PERSONS OR ENTITIES MENTIONED ABOVE IN PARAGRAPH (c) for any of the claims, losses, or liabilities that I have waived, released or discharged herein;
- (f) I INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED IN PARAGRAPH (c) for any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the Event/Activity is being conducted; or (iv) any other harm caused by an occurrence related to this Event/Activity;
- (g) I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Event/Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical

transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Released Parties, named below, from any claim based on such treatment or other medical services, and

(h) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in this Event/Activity, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness;

(i) I UNDERSTAND and accept that my entry fee is non-refundable under any circumstance. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER and I am signing on my own behalf.

I CONFIRM THAT I AM REGISTERING AS THE PARTICIPANT IN THE EVENT/ACTIVITY AND THAT REGISTRATIONS ARE NOT TRANSFERABLE TO OTHER PARTICIPANTS.

Waiver of California Civil Code § 1542: I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release

On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to indemnify and hold each of the Released Parties harmless from and against any and all claims made or incurred by anyone, including myself and any individual who uses a ticket arising out of or in any way relating to my purchase of a ticket and subsequent participation in the Event/Activity arising out of any and all risks described above or in any other way related to exposure to COVID-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation.

My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my visit to and/or participation in the Event/Activity, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the Event/Activity, at my own expense.

I agree that the Waiver and Indemnity provided for in this AWRL shall cover all physical and emotional injuries and/or damages, including without limitation all illness and bodily injury (including death), whether suffered by me or anyone else before, during, or after my visit and/or participation. Additionally, I agree that the scope of this AWRL shall include any claims related, in whole or in part, to my own actions and the actions of third parties, whether foreseeable or unforeseeable.

The Waiver and Indemnity provided for in this AWRL applies to any and all participation in the Event/Activity and/or presence on the Released Parties' property arising out of the purchase of a ticket from the date of execution.

Should any provision of this Release be held by a court of competent jurisdiction to be enforceable and/or deemed to be invalid under the law of the State of Texas, the remaining portions of this Release shall remain binding and available for use by the Company and its counsel in any proceeding.

This Release, for all purposes, shall be construed in accordance with the laws of Texas without regard to conflicts-of-law principles. Any action or proceeding to enforce this Release shall be brought only in state court located in the state of Texas, county of Travis. The parties hereby

~~source from pending waiver~~  
willingly and irrevocably submit to the exclusive jurisdiction of the courts located in Travis County, Texas and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

The Released Parties are BIG BOUNCE AMERICA LLC and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THIS AWRL OR EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY PARTICIPATION IN THE EVENT/ACTIVITY, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. I AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL). I ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY. I ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.

The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this AWRL, including the arbitrability of any dispute and any claim that all or any part of this AWRL is void or voidable.

- In the event of a dispute, I agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at Pete Reid Law, 3901 South Lamar, Suite 260, Austin, Texas, 78704, Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Released Parties or I may commence an arbitration proceeding.

- If the Released Parties and I do not resolve a dispute by informal negotiation, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) ([//www.jamsadr.com](http://www.jamsadr.com)) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Texas; provided, however, that if circumstances prevent me from traveling to the State of Texas, JAMS may hold an in-person hearing in my hometown area. The Released Parties and I agree to submit to the

~~exclusive jurisdiction of the federal or state courts located in the State of Texas in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties' last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator's services, the Released Parties will reimburse me for the filing fees I incurred.~~

- Except as provided above with respect to jurisdiction in the State of Texas, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this agreement.
- This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.
- In the event that neither party elects to resolve disputes under binding arbitration, as provided above, any legal action arising out of or relating to this COVID-19 and Other Communicable/Infectious Disease Provision shall be commenced exclusively in the District Court in and for Travis County, Texas. In any such action, I specifically waive any right to bring a class action or other representative or collective action (such as an action in the form of a private attorney general). I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

I BY EXECUTING THIS DOCUMENT REPRESENT AND WARRANT THAT I AM LEGALLY COMPETENT AND HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT MERE RECITAL. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY.

**Full name of person signing this ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY:**

First Name

Last Name

**IMPORTANT. You must 'ADD' the full name of every participant in your group below.**

**Additional Participants:**

Current count: 0

REMOVE

ADD

**Your signature:**

source\_from=pending\_waiver)

Tap to sign

**Please fill date:**

MM

/

DD

/

YYYY



Submit