



Assumption of Risk, Waiver of Liability, And Indemnification Agreement

Nature of the Activity: Helium Trampoline & Climbing Park (hereafter referred to as HELIUM) offers Guests the opportunity to participate in an amazing number of recreational activities. These include, but are not limited to, trampoline-related physical activities (bouncing, AIRobics, slam dunk basketball, dodgeball, jumping into air bag) and rock wall climbing as well as a plethora of other recreational activities. These activities include, but are not limited to glow dodgeball, jump tower into airbag, joust beam, cosmic jump, rope course, zip lines, bungee jumps, as well as other attractions and games. Special token attractions include laser maze, hurricane simulator, human hamster Zorb balls, and roller ball bowling. HELIUM also offers Tot-Time for those under five, birthday parties, and activities for groups. These activities can produce many benefits for the Guest – including pleasure, opportunity for competition, improved physical fitness, more attractive appearance and many health benefits.

Definitions: **HELIUM Guest** – refers to a minor Guest, parent(s)/legal guardian(s), adult Guests, spectators & anyone on the premises.

Participation – refers to any activity on the premises, whether playing, competing, observing, snacking or otherwise.

While there are many benefits to trampoline jumping, climbing, and the other HELIUM activities, HELIUM feels it is important that all HELIUM Guests know that trampoline activities and many of the other activities are vigorous and involve some risks of injury that are inherent to the activity. Guest safety is a priority issue for HELIUM – we try to reduce risk as much as possible (for instance, our trampolines are mounted on cables rather than steel beams, we train our staff, we establish safety rules, we provide safety video viewing, and we provide supervision of all activities. *In spite of our efforts, however, it is impossible to eliminate all risk and possibility of injury. All activities have some known and some unknown inherent risks that are impossible to eliminate without changing the nature of the activity. Some known inherent risks of HELIUM activities include, but are not limited to, the following:*

- 1. General risks common to many activities** include collisions with equipment; collisions with other persons; being struck by ball or other equipment; slip, trip, and falls; landing other than where intended; communicable diseases; over-exertion; and unexpected failure of the equipment.
- 2. Those risks inherent in any trampoline jumping** include landing wrong; landing on another participant; attempting stunts that are beyond participant's capacity; landing on a firm surface or the wrong trampoline; failure of trampoline surface, attachments, and padding; flipping, running, or bouncing off walls; double bouncing (more than one person on a trampoline); missing or misplaced padding; and entrapment of foot under padding.
- 3. Those risks related to the specific trampoline activities** offered (e.g., dodgeball, AIRobics, basketball, air bag jumping). These include, but are not limited to, being struck in the face or head by the ball; over-exertion in jumping and AIRobics; striking a backboard or goal, and landing wrong on the air bag.
- 4. Those risks related to other HELIUM activities** include climbing wall equipment failure; loss of grip creating strain on shoulder or wrist; falls; landing wrong from joust beam; increased risk created by low light in glow dodgeball and night club lighting for cosmic jump; and dizziness in Zorb balls.
- 5. Human Error Risks** include *participant or co-participant actions* (e.g., erratic or negligent actions; failure of a HELIUM Guest to obey rules; failure of HELIUM Guest to follow instructions; HELIUM Guest inadvertent inattentiveness); *staff/management actions* (e.g., inadvertent inattentiveness or temporary distraction of supervisor/staff; insufficient instruction; errors in judgment regarding progression, identification of injury, best teaching techniques, use of equipment, participant readiness, in emergency care, and failure to recognize an imminent danger; and insufficient training of staff in emergency care).
- 6. Observer or Spectator Risk** include slips and falls, collisions when too close to activity areas, and getting in the path of excited children.

The HELIUM Guest should understand that three types of injury can occur. First is the common **Minor Injury**. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, minor cuts, headaches, and contusions. The second type of injury is the **Serious Injury**. Examples of serious injuries include, but are not limited to, broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). These are infrequent, but can and do occasionally occur. The third type of injury is the **Catastrophic Injury**. Some examples of catastrophic injury include, but are not limited to, brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death. Even though the occurrence of such an injury is unlikely, HELIUM management and staff feel that the HELIUM Guest should be aware of all possibilities.

Assumption of Inherent Risks: I, the HELIUM Guest have read the above paragraphs and **know** that HELIUM trampoline and other activities contain inherent risks, which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of HELIUM activities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the HELIUM property, facilities, and services, today and on all future dates, **I**, the HELIUM Guest, on behalf of myself, my spouse, my heirs, personal representatives, and assigns (hereafter referred to as *Releasing Parties*) **do hereby release, waive, discharge, and covenant not to sue** Helium Family Entertainment Centers Inc. dba Helium Trampoline & Climbing Park (HELIUM), the owners, directors, officers, employees, volunteers, independent contractors, equipment providers, property owners, and agents (hereafter referred to as *Protected Parties*) from liability **from any and all claims arising from the ordinary negligence** of HELIUM or other *Protected Parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in **any HELIUM activity** (including, but not limited to, instruction, individual trampoline play, trampoline competition, climbing wall, classes, observation, individual use of facilities or equipment, offices, locker room area, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: **I**, the HELIUM Guest, also **agree to hold harmless, defend, and indemnify HELIUM** and other *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf (or my minor Guest's behalf) arising from participation in HELIUM activities or presence on the premises, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). **I**, the HELIUM Guest, further agree to hold harmless, defend, and indemnify HELIUM and other *Protected Parties* against any and all claims of co-participants, rescuers, and others arising from my conduct or the conduct of my minor Guest in HELIUM activities or from our presence at HELIUM.

Clarifying Clauses:

- **I**, the HELIUM Guest, confirm that this agreement is the entire agreement between me and HELIUM and cannot be modified or changed in any way by representations or statements by any agent or employee of HELIUM.
- I also understand that if legal action is brought, the **appropriate trial court** for Milwaukee County in the state of Wisconsin or the United States District Court for the Eastern District of Wisconsin has the sole and exclusive jurisdiction and that only the substantive laws of the State of Wisconsin shall apply.
- I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of Wisconsin** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Assertions, Acknowledgements, and Agreements:

HELIUM asks the HELIUM Guest to help HELIUM more effectively provide for the safety of all Guests by the following: **I, the HELIUM Guest ...**

Capability Assertions

- Possess a **sufficient level of skill and physical fitness** for safe participation in HELIUM activities.
- Have no **health problems** that would make participation in HELIUM activities unwise.
- Acknowledge that HELIUM encourages each Guest to get **medical clearance** prior to participation.
- Acknowledge that it is the participant's duty to **inform staff and cease exercise** immediately if he/she feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

Behavior Agreements

- Agree to attempt only activities that I feel I am **capable of performing safely**.
- Agree to **stay in areas** that will not place me in undue danger.
- Agree to **obey all safety rules** and **alert the staff** to any rules violations or dangerous behavior of co-participants.
- Acknowledge that HELIUM may need to **end my participation** if I present a danger to myself or others.

Emergency Authorizations

- Authorize HELIUM to administer **emergency first aid, CPR, and use an AED** when deemed necessary by HELIUM.
- Authorize HELIUM to **secure emergency medical care** or transportation (i.e., EMS) when deemed necessary by HELIUM and I agree to **assume all costs** of emergency medical care and transportation.
- Agree to **inform HELIUM of any injury** (even minor injuries) prior to leaving the HELIUM facility.

Other

- Know that **rental lockers** are available; HELIUM is **not responsible** for personal property loss.
- Understand that all participants must **watch the safety video** before participating in any activity.
- Give permission to HELIUM to use any **photographs, images, likenesses or videos** taken of me in its marketing brochures, ads, videos, or other media.

Acknowledgment of Understanding: I, the HELIUM Guest, have read this Assumption of Risk, Waiver of Liability, and Indemnity Agreement and **fully understand** its terms. I understand that I am **giving up substantial rights**, including:

- 1) my right as an ADULT PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at HELIUM;
- 2) my right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of myself or my MINOR PARTICIPANT resulting from participation at HELIUM; and
- 3) the right of my MINOR PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at HELIUM.

I acknowledge that I am voluntarily signing this agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, today and on all future dates, to the greatest extent allowed by law of the State of Wisconsin.

Waiver Avoidance Option: I, the HELIUM Guest, acknowledge, understand, and agree that to participate in HELIUM activities, I have two options: (1) sign this assumption of risk, waiver of liability, and indemnification agreement, or (2) I may pay a higher participation fee and avoid the waiver. I have decided not to pay the higher fee for the HELIUM activities, and I hereby waive the right to bargain for terms different than those set forth herein.

Minor HELIUM Guest *(By signing, the minor participant affirms understanding of and assumption of the inherent risks by his/her signature below.)*

_____/_____/_____
 Name of Minor PARTICIPANT (Print) Date of Birth Age Signature of Participant (If 10 years or older) Date

Parent/Guardian of Minor HELIUM Guest

- I certify that I am the parent or legal guardian of the minor participant listed above and understand that I am legally bound by this agreement. I also understand that if I am NOT the parent or legal guardian, I am making myself legally and financially liable for injury or loss suffered by the minor.
- Further, I, the parent or legal guardian of the minor participant, assert that I have explained the risks of the activity to my minor son or daughter and that the minor participant understands this Agreement.

 Parent/Legal Guardian #1 (Please Print) Parent/Legal Guardian (Signature) Date

 Parent/Legal Guardian #2 (Please Print) Parent/Legal Guardian (Signature) Date

Adult HELIUM Guest

_____/_____/_____
 Name of Adult PARTICIPANT (Print) Signature of Adult Participant Date of Birth Age Date

Emergency Contact Person _____ **Phone** _____ **Mobile** _____