

**Acknowledgment of Conditional Right to Enter and Remain on Sky Zone Property,
Indemnity Agreement, and Insurance Coverage Agreement (“Agreement”)**

_____ (insert company name) (“Company”) agrees as follows:

The terms “I,” “my,” and “myself” shall include myself, as well as the Company I am signing for, including its employees, contractors, volunteers, chaperones, and agents. The term “SZITP” shall include Go Ahead and Jump 1, LLC (Pine Brook, NJ location), Go Ahead and Jump 2, LLC (Allendale, NJ location), Go Ahead and Jump 3, LLC (Mount Olive, NJ location) each d/b/a Sky Zone Indoor Trampoline Park, Might as well Jump, LLC, RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone, LLC, their agents, owners, officers, directors, representatives, assigns, affiliates, volunteers, participants, employees, insurers, and all other persons or entities acting in any capacity on their behalf.

Acknowledgment of Conditional Right to Enter and Remain on Sky Zone Property

I acknowledge that the property located at 60 Chapin Road, Pine Brook, NJ 07058 (Pine Brook, NJ location); 80 Commerce Drive, Allendale, NJ 07401 (Allendale, NJ location); and 61 International Drive S, Unit ANCB, Mount Olive, NJ 07828 (Mount Olive, NJ location) (the “Location”) is private property. I acknowledge that no one is permitted at the Location without a valid executed Pre-Injury Waiver and Conditional Access Agreement (“Waiver”). I agree and understand that the Waiver is hereby incorporated into this Agreement and made a part hereof by reference. Signing this Agreement shall constitute my execution of this Agreement and my affirmation that both I and any person under my care and supervision has a valid executed Waiver. I understand and acknowledge that the Waiver contains, among other things an agreement to arbitrate any claims or disputes. I agree that any claims or disputes regarding this Agreement or the Waiver shall be resolved in accordance with the provisions of the Waiver, including but not limited to the agreement to arbitrate. I agree that I will not allow or assist anyone to enter and remain at the Location without having a valid executed Waiver. I agree and acknowledge that anyone who enters and remains at the Location without having a valid executed Waiver is remaining at the Location without permission. I agree and acknowledge that I am responsible for the care and supervision of the persons I am bringing to the Location, and that I am responsible to ensure that such persons have obtained a validly executed Waiver. I understand and acknowledge that only a parent, legal guardian, or person with power of attorney may sign the Waiver on behalf of a minor. I acknowledge and understand that I will be subject to liability if I enter and remain at the Location without a valid executed Waiver or assist another person with entering and remaining at the Location without a valid executed Waiver. I acknowledge and agree that such conduct is a material misrepresentation and a material breach of both this Agreement and the Waiver.

Indemnity Agreement

Having read and understood the Waiver, and having agreed to be bound by its terms, I am voluntarily choosing to bring persons under my care and supervision to the Location to participate in the games and activities offered at the Location. If any person under my care and supervision is injured at the Location, I agree to defend, indemnify, hold harmless and pay SZITP its reasonable attorney fees and costs for all such claims or disputes asserted against SZITP to the fullest extent allowed by law. I agree that this Agreement to defend, indemnify, hold harmless and pay SZITP its reasonable attorney fees and costs shall include both claims arising out of the acts or omissions of myself, as well as claims arising out of the acts or omissions of SZITP. I further agree that this Agreement to defend, indemnify, hold harmless and pay SZITP its reasonable attorney fees and costs shall include any claims asserted solely against

SZITP, including claims of negligence, gross negligence, recklessness, or willful conduct, to the fullest extent allowed by law. I agree that this Agreement to defend, indemnify, hold harmless and pay SZITP its reasonable attorney fees and costs shall include all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, and whether based in tort, common law duty, contract, warranty, statutory violation, regulatory violation, and/or any other legal or equitable basis or theory. I agree and acknowledge that any such claims or disputes asserted against myself and/or SZITP shall have directly arisen and directly flowed from my bringing persons under my care and supervision to the Location to participate in the games and activities offered at the Location. I agree that this Agreement to defend, indemnify, hold harmless and pay SZITP its reasonable attorney fees and costs shall be considered an “Insured Contract,” as defined in my general liability insurance policy.

Insurance Coverage Agreement

I hereby represent that I have obtained general liability insurance that will provide coverage for the obligations and liabilities I have assumed in this Agreement and the Waiver, as well as coverage for Insured Contracts. I further represent that the limit of liability for such coverage is no less than \$1 million per claim/occurrence. If my general liability insurance policy contains a clause deeming third parties to be automatically named as additional insureds in the event of a contractual obligation to do so, I agree that Go Ahead and Jump 1, LLC (Pine Brook, NJ location), Go Ahead and Jump 2, LLC (Allendale, NJ location), Go Ahead and Jump 3, LLC (Mount Olive, NJ location) each d/b/a Sky Zone Indoor Trampoline Park, Might as well Jump, LLC, RPSZ Construction, LLC, Sky Zone Franchise Group, LLC, Sky Zone, LLC, shall be named as “additional insureds” under such policy.

Additional Terms

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. This Agreement and the Waiver contains the entire understanding of the parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth in this Agreement and the Waiver. I have had sufficient opportunity to read the Waiver and the Agreement. I understand the terms of the Waiver and the Agreement. I voluntarily agree to be bound by any and all of the terms of the Waiver and the Agreement. I acknowledge and agree that I am signing documents of legal significance as a commercial party with full bargaining power and with the unconditional right to consult and employ legal counsel. I hereby represent that I have authority to bind my Company to this Agreement and the Waiver.

Sign Here: _____ Date: _____

Print Name: _____

Company: _____ Title: _____

Address: _____