

# BOUNCE ACROBATIC ACADEMY INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE

PLEASE READ CAREFULLY

Initial

TO: BOUNCE ACROBATIC ACADEMY INC. ("Bounce")

LAST NAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

BIRTHDAY (MM/DD/YEAR): \_\_\_\_/\_\_\_\_/\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ AGE: \_\_\_\_\_

### ASSUMPTION OF RISKS

I am aware that trampolining and being involved in the Bounce Acrobatic Academy involves many risks, dangers and hazards including, but not limited to: impact and collision with other participants; impact with objects or equipment used in connection with trampolining; changes in the type of surface and the condition of each surface; loss of balance; failure to trampoline safely within one's own ability; negligence of other participants; and **NEGLIGENCE ON THE PART OF BOUNCE OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF BOUNCE OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF TRAMPOLINING AT BOUNCE'S FACILITIES.** I am aware that I am responsible for wearing appropriate footwear. I am also aware that the risks, dangers and hazards referred to above exist within a variety of facilities whether on or off facility.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BOUNCE'S FACILITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.** I am also aware that BOUNCE does not carry medical or dental insurance on my behalf.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS

In consideration of BOUNCE allowing me to participate in the its trampolining activities and permitting my use of its equipment, structures and other facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL **CLAIMS** that I have or may in the future have against **BOUNCE**, its directors, officers, employees, agents, shareholders, partners, volunteers, contractors, subcontractors, manufacturers, lessors, affiliates, subsidiaries, sponsors and representatives, together with all successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation with Bounce **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES REFERRED TO ABOVE:**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in Bounce's activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Bounce's facilities other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES**

Dated: \_\_\_\_\_ Participant \_\_\_\_\_ Witness \_\_\_\_\_  
Signature Signature  
Print Name \_\_\_\_\_ Print Name: \_\_\_\_\_

### For participants under 19 years of age:

I confirm that I am the legal guardian of \_\_\_\_\_ (the "Participant") and that by my signature I am consenting to his/her participation in Bounce's activities and his/her use of Bounce's facilities and that I waive any claim I and/or the Participant may have against the Releasees for any injury, loss or damage sustained by him/her, release the Releasees from any and all liability and agree to indemnify and save harmless the Releasees from any claims made by the Participant or any third party arising from his/her participation in Bounce or his/her use of Bounce's facilities. I am also consenting to the use by Bounce of the Participant's likeness in photos and/or videos.

Dated: \_\_\_\_\_ Guardian \_\_\_\_\_ Witness \_\_\_\_\_  
Signature Signature  
Print Name \_\_\_\_\_ Print Name: \_\_\_\_\_

**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED, AND WITNESSED PRIOR TO PARTICIPATING IN BOUNCE'S ACTIVITIES**