

## Infinite Durham Activity Park Waiver

Participant Agreement, Release and Assumption of Risk

PLEASE READ THE FOLLOWING CAREFULLY

- BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT ANY PERSON(S) UNDERSIGNED, HAVE THE IRREVOCABLE RIGHT TO USE THIS WAIVER AN UNLIMITED NUMBER OF TIMES WITH YOU, THE SIGNEE, AS THE LEGALLY RESPONSIBLE ADULT FOR UP TO 1 YEAR.
- ONLINE WAIVER TERMS AND CONDITIONS MUST BE READ AND ACCEPTED BEFORE ARRIVAL.
- WAIVER DOCUMENTS ARE AVAILABLE AS PDF'S ON OUR WEBSITE. SIGNED ACCEPTANCE OF THE WAIVER CONTENT WILL BE REQUIRED AT RECEPTION UPON ARRIVAL.

In consideration of being permitted by CoreTech (Sports) Ltd to participate in its activities and to use its equipment and facilities, now and in the future, the participant hereby agrees to release and forever discharge CoreTech(Sports) Ltd, its agents, owners, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "Released parties"), on behalf of themselves, their spouse, their children, their parents, their heirs, assigns, personal representative and estate as follows:

1. The participant wishes to participate in the activities organised by CoreTech (Sports) Ltd (Company No. 8090744) trading as Infinite Air ("the Company") whose registered office is at New Ferens Park, Belmont Industrial Estate, Durham, County Durham, DH1 1GG.
2. The participant acknowledges that their participation in any and all of the activities provided by the Company entails known and unknown risks that could result in physical or emotional injury, paralysis, death or damage to themselves to property or to third parties. The participant further acknowledges that the activities provided by the Company require a reasonable level of fitness and ability and that the company has provided accurate information outlining these risks during the induction procedure which I have/will watch during my briefing session prior to entry into the park for each session visited. The participant acknowledges that CoreTech (Sports) Ltd will provide all the necessary safety instructions in relation to the activities and warrant that they will comply with all written and oral safety instructions and advice given, at all times whilst on the premises from which the activities will be carried out. (See Section 9.)
3. The participant acknowledges that by entering the Company's premises and participating in the activities, they agree to the use of CCTV monitoring for training, health and safety and security purposes and on behalf of any of their group. They hereby grant the Company on their behalf and on the behalf of their child(ren) the irrevocable right and permission to photograph and/or record themselves, child(ren) in connection with the Company 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. The participant waives the right to inspect or approve the use of the photograph and/or recording and acknowledges and agrees to the rights granted to this release are without compensation of any kind. Infinite Air consents to the participant and members of their group undertaking photography for their own personal and non-commercial purposes only and for no other purpose whatsoever unless under prior arrangement by the management.
4. The participant acknowledges that they are responsible for their own safety and the safety of others whilst partaking in the activities of the soft play, trampoline and inflatable park. In this case the participant understands that the activities may be undertaken without direct supervision, following safety instructions and instructional video and agree at all times to ensure that they wear any protective equipment provided by the Company. They must not use an area if no staff members are present and must ensure that they comply with any instructions given at any time during the activities by staff members of the Company. Specifically, all participants agree to wear Infinite Air trampoline socks or Infinite Air approved footwear at all times. The participant acknowledges that only those customers who have paid in full are allowed into the activity areas in accordance with our Health and Safety policies and our conditions of insurance.
5. The participant warrants that they will only carry out moves and tricks that are within their ability level, of which they are able to retain control of at all times and can perform all basic movements required unaided, without assistance of a third party. Moves and tricks are performed at the participants own risk. They agree that key rules will be adhered to at all times in any format whatsoever throughout their time at Infinite Air including either written or oral communication, in print and notice boards, induction process or staff intervention. Violation of any of these rules will result in a warning and removal from the trampoline park for those in continuous violation of these rules.
6. The participant warrants that they comply with any height, weight, age restrictions that maybe in place by the Company from time to time. The participant acknowledges that if they do not comply with any height, weight, age restrictions or any other requirements put in place by the Company from time to time they may not be able to partake in the activities.

Ages Restrictions =

Family Jump session recommended for ages 3 and over.

Toddler sessions for ages 0-6 and Adults (18+) only.

Open Jump session for ages 6 and over only.

Inflatable sessions ages 6 and over only.

Weight Restrictions = 17.5 Stone in clothed weight and under for Trampoline and Inflatable Activities.

7. The participant warrants that they do not have any medical condition or have not had a medical condition which may make them partaking in the activities dangerous, increase risk of injury to them or others, or make it more likely that they will be involved in an incident which could result in injury during the activity.
8. In the absence of any negligence or other breach of duty by the company or its servants and agent, you will be responsible for any loss, theft, injury or damage, however incurred whilst undertaking activities or on the premises belonging to the Company.
9. The participant expressly agrees and promises to accept all risk existing and subsisting in the activity and acknowledge that their participation in the activity is voluntary and that they elect to participate despite the risks. The participant releases and agrees to indemnify the Company, together with its equipment suppliers and manufacturers, from any and all claims demands or courses of action which are in any way connected with the participation in the activities unless, as specified in Section 8, these are in the absence of any negligence.

The signee acknowledges that they are responsible for the safety and supervision of the child(ren) named on this waiver and under their care and the safety of their possessions whilst on the premises. The participant acknowledges that they will pay particular attention to anyone under 13 years of age and will supervise them at all times.

You (the customer) should read and understand these terms & conditions, including the risks associated with the activity before signing, agreeing and entering into the contract.

We cannot list all the things that could hurt you when jumping on a trampoline and participating in the activities at our centre but following the advice and safety instructions given will help prevent them happening. Please contact your GP prior to participating if you are pregnant or have any doubts about your health, physical fitness or a pre-existing condition or injury. Please participate responsibly and ensure your charges participate responsibly also.

I confirm that I am aged 18 or over and that I have read this agreement and fully understand its Terms & Conditions, including the risks associated with the activity before signing, agreeing and entering into the contract. If applicable, I assert that I have explained the risks of the activity to my child and that he or she understands the agreement. I confirm that if I am not the parent or guardian of the child I have authority from the child(ren)'s parent or legal guardian to complete this waiver agreement on their behalf.

**FORM OF ACCEPTANCE:** By signing below, I accept the terms and conditions stated above.

<p style="text-align: center;"><b>Name of Minors</b> (if under 18) or adults unable to self-sign</p>	
<p style="text-align: center;"><b>D.O.B of Minors</b></p>	
<p style="text-align: center;"><b>Print Name</b> <b>(Adult or Supervising Adult)</b> (if over 18)</p>	
<p style="text-align: center;"><b>Signed</b></p>	
<p style="text-align: center;"><b>Dated</b></p>	
<p style="text-align: center;"><b>Time of Jump</b></p>	