

# The Epicenter Jump Zone

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

What you are about to read and are required to sign to participate is a waiver and release of liability. Upon signing it, you will give up your right to sue Bear River Casino Resort (BRCR), or anyone associated with Bear River Casino Resort such as its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the “Released Parties”) for injuries or losses you suffer while using Bear River Casino Resort facilities. In short, you cannot recover any money from the Bear River Casino Resort if you are hurt while participating in activities at Bear River Casino Resort facilities, including but not limited to those located at 263 Keisner Rd, Loleta, CA 95551.

**Please take your time and read this agreement very carefully. When you are certain that you understand and agree to each paragraph, sign your initials in the space provided.**

**“YOU” AND “I,” AS USED HEREIN, INCLUDES THE PARTICIPANT AS WELL AS HIS OR HER HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS, INCLUDING BUT NOT LIMITED TO SPOUSES AND DOMESTIC PARTNERS. BY SIGNING THIS AGREEMENT, YOU ARE SIGNING ON BEHALF OF THE ABOVE-LISTED PERSONS AND YOUR SIGNATURE SHALL BE CONSIDERED BINDING UPON THEM.**

**YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES AT BEAR RIVER CASINO RESORT’ THE EPICENTER WITHOUT THE SIGNED WAIVER.**

**I UNDERSTAND THAT SIGNING THIS DOCUMENT WILL PREVENT ME, MY HEIRS, EXECUTORS, DEPENDENTS, BENEFICIARIES, AND ASSIGNS FROM SUING BRCR, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS OR GUESTS FOR ANY INJURIES, INCLUDING DEATH AND PARALYSIS, OR DAMAGES THAT I MIGHT RECEIVE WHILE PARTICIPATING IN ANY ACTIVITIES AT BRCR.**

Participant Details				
Write above the shaded boxes. BRCR will NOT share or sell this information				
<i>First Name</i>	<i>Last Name</i>	<i>Phone</i>	<i>Birthdate</i>	<i>Email Address</i>
				YES or NO
<i>Street Address</i>		<i>City, State</i>	<i>Zip</i>	<i>Receive emails?</i>
<i>Emergency Contact Name</i>		<i>Relation</i>	<i>Emergency Contact Phone</i>	

**1. Assumption of Risk Trampoline use, gymnastics, and physical fitness training activities are dangerous and I ASSUME ALL RISKS, whether known or unknown, of injury, including death, permanent disability, illness or damage to my property.** I understand that there is a significant risk of serious physical injury, death and other damages inherent in trampoline use, gymnastics, and physical fitness training activities and in my use of BRCR facilities and instruction relating to these activities including but not limited to trampoline dodge ball, trampoline basketball, trampoline ½ pipe with air stunt bag, open jump trampolines court, café access, camp activities, and birthday parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities. These risks and hazards can include, but are not limited to, injuries arising from falling and striking objects or other people, including but not limited to paralysis resulting from striking objects; being struck by falling objects or people; failure of any part or all of the trampoline structures, flooring systems, building or training and fitness apparatus; defective, worn, uneven or separated trampoline equipment, flooring, or pads; failing to land on a trampoline bed or pad or landing on an unpadding structure, including falling between the springs of the trampoline bed; failure and/or breakage of trampolines or other equipment; strained or sprained muscles, joints and connective tissue; broken bones; personal injury including paralysis, death, illness, property damage, and other losses. Injury or death can arise

from errors in judgment, from lack of training or information, from the negligence of me, employees or agents of BRCR or other parties, as well as the risks normally associated with athletic endeavors. Flipping and running and bouncing off the walls is dangerous and must be done at the participants own risk. There is also a risk of colliding with or being landed on by jumpers of a different size whether by negligence or deliberate acts. This includes attempted jumps, runs, stunts, tumbles, somersaults, maneuvers and/or acrobatics; having multiple participants engaging in the activities at one time; the physical condition, fitness and abilities of me and all other participants; weight differences between me and others; actions and/or omissions committed by me, or the child for which I am the legal guardian. There is no way to eliminate the risk of serious harm or death. I understand that my use of BRCR facilities and any instruction or lack of instruction or knowledge I obtain at those facilities IS NOT sufficient to prepare me for all dangers and risks associated with trampoline use.

**I CERTIFY THAT I UNDERSTAND TRAMPOLINE USE, GYMANSTICS, AND PHYSICAL FITNESS TRAINING ACTIVITIES, EXPOSE ME TO A HIGH RISK OF INJURY OR ACCIDENT. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, AS WELL AS ANY REQUIRED MEDICAL ASSISTANCE AT MY OWN EXPENSE, WHETHER KNOWN OR UNKNOWN, OF PARALYSIS, INJURY, ILLNESS, DEATH OR DAMAGE OF WHATEVER KIND ARISING OUT OF MY PARTICIPATING IN ANY SUCH ACTIVITY AT BRCR FACILITIES OR SPONSORED BY BRCR..**

**Initial by participant and by parent or legal guardian if participant is a minor.** \_\_\_\_\_

**2. Release of liability, WAIVER OF CLAIMS, ASSUMPTION OF RISK and hold harmless agreement is given in consideration for my participation.** I recognize that BRCR could not offer this activity without obtaining a release of liability. In consideration of, and part payment for the right to use BRCR's facilities, **I RELEASE BRCR AND ANYONE ASSOCIATED WITH BRCR, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, STAFF, INSTRUCTORS, MEMBERS, AGENTS, GUESTS AND THIRD PARTIES AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM ALL LIABILITY, AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN A BRCR-SPONSORED ACTIVITY OR FROM USE OF BRCR FACILITIES OR EQUIPMENT.**

**Initial by participant and by parent or legal guardian if participant is a minor** \_\_\_\_\_

**3. Covenant not to sue is given in consideration for my participation and use of BRCR facilities.**

Additionally, in consideration of and part payment for my right to participate in BRCR-sponsored activities and use BRCR facilities, **I WILL NOT SUE BRCR OR ANYONE ASSOCIATED WITH BRCR, INCLUDING WITHOUT LIMITATION ITS OFFICERS, DIRECTORS, EMPLOYEES, INSTRUCTORS, MEMBERS, AGENTS AND GUESTS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FOR ANY INJURIES, ILLNESS, DEATH, DAMAGES OR OTHER RELIEF THAT I MAY CLAIM THAT ARISE OUT OF MY PARTICIPATION IN A BRCR-SPONSORED ACTIVITY OR FROM USE OF TN FACILITIES OR EQUIPMENT.**

**Initial by participant and by parent or legal guardian if participant is a minor** \_\_\_\_\_

**4. I will protect BRCR from liability. I AGREE TO DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS BRCR, ITS OFFICERS, DIRECTORS, MEMBERS, INSTRUCTORS, EMPLOYEES, AGENTS AND GUESTS, AS WELL AS THE RELEASED PARTIES ENUMERATED ELSEWHERE IN THIS DOCUMENT, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS AT LAW OR IN EQUITY, FOR DAMAGES OR OTHER RELIEF AND AGAINST ANY LIABILITY OF ANY NATURE, TOGETHER WITH ATTORNEYS' FEES AND COSTS INCURRED, THAT MAY ARISE OUT OF MY USE OF BRCR PROPERTY OR FACILITIES.** I agree to pay BRCR's reasonable attorneys' fees and costs if I bring a suit for injuries suffered at a BRCR facility or through BRCR-related activities and that action is unsuccessful, in whole or in part.

**Initial by participant and by parent or legal guardian if participant is a minor** \_\_\_\_\_

**5. I agree to abide by all BRCR rules INCLUDING THE PATRON CODE OF CONDUCT, ATTACHED HERETO AND INCORPORATED AS ATTACHMENT A.** I agree to abide by all BRCR rules contained in written form as well as verbal directions that may be given by BRCR staff or employees. I certify that I have read and agree to comply with my duties outlined in Attachment A.

**Initial by participant and by parent or legal guardian if participant is a minor** \_\_\_\_\_



full and sole responsibility for the safety and well being of the above-named participant while he or she is using BRCR facilities or participating in BRCR-related events. I represent that I have sufficient insurance coverage to pay for any injuries suffered by the above-named participant and further represent that I have the ability and willingness to care for the above-named participant in the event he or she is injured or disabled.

I further agree to indemnify, hold harmless and defend BRCR, its officers, directors, instructors, employees, agents, members and guests and all others associated with BRCR from and against any loss, damage, liability, expense, costs, and/or attorneys' fees, including those brought by or on behalf of, or otherwise caused by the above-named participant.

Printed Name of Parent or Legal Guardian	Participant Signature	Date
--	-----------------------	------

## ATTACHMENT A

### TO Bear River Casino Resort

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,  
COVENANT NOT TO SUE AND HOLD HARMLESS AGREEMENT

### PATRON CODE OF CONDUCT

I understand there are inherent risks in the participation in or on any trampoline court. I understand I have a duty to exercise good judgment and act in a responsible manner while using the trampoline court and to obey all oral or written warnings, or both, prior to or during participation, or both.

I understand I have a duty to not participate in or on any trampoline court when under the influence of drugs or alcohol.

I understand I have a duty to properly use all trampoline court safety equipment provided.

I understand I have a duty to not participate in or on any trampoline court if I have preexisting medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure, any history of spine, musculoskeletal or head injury, or may be pregnant.

I understand I have a duty to remove inappropriate attire, including hard, sharp, or dangerous objects (such as buckles, pens, purses, badges, and so forth).

I understand I have a duty to avoid bodily contact with other patrons.

I understand I have a duty to conform with or meet height, weight, or age restrictions imposed by the manufacturer or owner to use or participate in the trampoline court activity.

I understand I have a duty to avoid crowding or overloading individual sections of the trampoline court and to refrain from "double-bouncing" other patrons.

I understand I have a duty to use the trampoline court within my own limitations, training and acquired skills. I understand I have a duty to avoid landing on my head or neck. Serious injury, paralysis, or death, can occur.

I understand that I have a duty to abide by and cooperate with all rules, instructions or warnings of inappropriate behavior or conduct including violation of court rules from the signs, the court referee/monitor or his supervisors.

**Initial by participant and by parent or legal guardian if participant is a minor** \_\_\_\_\_