

BIGTIME FUN CENTER RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS

In consideration for being permitted in BIGTIME FUN CENTER (HEREAFTER BIGTIME) and the related activities (collectively, "activities") conducted by and at BIGTIME.

ASSUMPTION OF RISK: I agree that I and/or my child/ward am voluntarily participating in the activities offered by BIGTIME including, but not limited to, the use of the equipment, facilities and the premises. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur. I understand that the BIGTIME fitness facility has tumble tracks, inflatables and other sports equipment and that using tumble tracks, inflatables and sports equipment have inherent risks. Further, I have explained these risks to my child/ward.

RELEASE OF LIABILITY: I understand that myself and/or child/ward will be engaging in recreational and sporting activities within the meaning of C.R.S § 13-22-107 while using the BIGTIME fitness facility and it is my voluntary and informed decision to release any future lawsuits or claims that they may have against the releasees. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successors, heirs, and assigns to hold BIGTIME and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the BIGTIME fitness facility (collectively, the "Releasees) harmless from **any and all claims or causes of action** arising out of me and my child/ward's participation at the BIGTIME fitness facility.

I expressly release and forever discharge Releasees from **any and all liability, claims, demands or causes of action whatsoever** arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at the BIGTIME fitness facility. This includes, without limitation, use of facilities, games, tumble tracks, inflatables, receiving instruction, strenuous bodily movement, and any other activities in and around the BIGTIME fitness facility. This release is valid and effective whether the damage, loss, or death is a result of any **act or omission** on the part of any Releasees or from any other cause. This Waiver and Release of Liability includes, without limitation, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c) improper maintenance of the facility, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping and /or falling while in the facility or on the surrounding premises. This Release of Liability also expressly includes a release for any and all claims arising out of or under the Colorado Premises Liability Act (C.R.S §13-21-115).

The self-operated devices located in this facility are to be used solely for sport and fitness training including recreational activities. By signing this waiver, I acknowledge that this is the primary purpose and intent of my endeavor. Use of the BIGTIME fitness facility requires me and/or my child/ward to register as a "member" of this facility.

I further grant BIGTIME, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BE HALF OF MYSELF AND OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST BIGTIME. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY BIGTIME IN CONNECTION WITH OR IN THE DEFENSE OF THAT CLAIM.

This Release and parental/guardian Waiver is made in accordance with C.R.S. § 13-22-107. I have read the above, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child's/ward's use of the BIGTIME fitness facility. I further understand that no person has permission to use the BIGTIME fitness facility without an effective and validly signed Release and parental/Guardian Waiver of Liability.

I understand that I am voluntarily giving up me and or my child's/ward's right to bring a lawsuit or claim against the above-mentioned Releasees. I further understand and accept the above risks related to these activities.

Print name of Adult _____ Adult Birth Date _____ Age _____

Address, City, State ,Zip _____

Email _____ PHONE _____

CHECK IF MEMBER	NAME	MEMBER EMAIL (IF DIFFERENT THAN EMAIL LISTED ABOVE)	AGE
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____

Signature of participant over 18 or Parent/Legal Guardian of Minor

Date