



## TERMS & CONDITIONS

**TERM:** All memberships, have a minimum commitment of three (3) months from the Start Date (or if none is specified, then the date of this Contract). Memberships will thereafter continue to be billed monthly until canceled at the location from which it was purchased. If a guest would like to cancel their membership, a 30-day notice must be given from the next billing cycle. Any cancellation notices received less than 30 days will result in RJ+ Member being charged the remaining balance of their membership.

**ELIGIBILITY AND CONDITIONS:** Each Rockin' Jump Trampoline Park Member (individually, a "Members") must follow Rockin' Jump Trampoline Park procedures to have a photo associated with his/her liability waiver in Rockin' Jump Trampoline Park's database for identification purposes. A Member must have a proper photo on file with Rockin' Jump Trampoline Park's admissions point of sale software. Photos on file for active Members must be periodically updated with current photos. At this time, adults must replace their photos every ten (10) years and children (under the age of 18) must replace their photos every three (3) years. Further identification may be required. A Member must have his/her valid liability waiver on file. Liability waivers are valid one (1) year from completion. Memberships are not valid for private events, events (including birthday parties, team parties, corporate events, groups) that require a separate admission, programs such as Neon Nights, Lock-ins and weekend or special Rockin' Tots unless otherwise specified. Memberships are nonrefundable, nontransferable and remain the property of Rockin' Jump Trampoline Park. Restrictions apply including, but not limited to, capacity constraints and other closures. Memberships do not guarantee admission, especially during high attendance periods. Additionally, Memberships may not be used for commercial purposes and are void if altered or misused. A Member assumes the inherent risks associated with the operation of all rides and attractions and should read and obey all safety signage, instructions and rules. Parks, services, entertainment and attractions may change operating hours, close temporarily, or may otherwise change or be discontinued without notice and without liability. Rockin' Jump Trampoline Park is not responsible for lost or stolen property. Members must abide by any rules and regulations applicable to the Rockin' Jump Trampoline Park or to the use of the Memberships as promulgated by Rockin' Jump Trampoline Park from time to time. Memberships are only valid at the location of purchase.

**TERMINATION:** Rockin' Jump Trampoline Park reserves the right to cancel, suspend or revoke any Membership or deny Park admission to any Members at any time for any reason. Cancellation, suspension or revocation of Rockin' Jump Trampoline Park privileges under the Rockin' Jump Trampoline Park Membership will result in the cancellation, suspension or revocation of both the Rockin' Jump Trampoline Park's privileges of such Membership due to misuse and/or failure to adhere to park rules. In such case, your Rockin' Jump Membership will be terminated or suspended after the end of the current paid month. Cancellations must be submitted with minimum 30 days notice from next billing cycle. If you wish to cancel your membership you will need to visit the park in person during our open to the public hours.

**ADDRESS CHANGE:** Please report a change in your address in writing immediately to Rockin' Jump Trampoline Park. Changes can be made by updating your information at the park or by phone.

**PRIVACY:** Rockin' Jump Trampoline Park's Privacy Policy, which describes Rockin' Jump Trampoline Park's information gathering and privacy practices, applies to the Rockin' Jump Memberships and is incorporated in the Member Rules by this reference. By enrolling in the Rockin' Jump Membership Program, you agree to the terms of Rockin' Jump Trampoline Park's Privacy Policy and the use of your personal information as set forth therein.

**GENERAL:** 1. Rockin' Jump Trampoline Park reserves the right in its sole discretion to modify or update the Member Rules and/or change, alter, or discontinue the Rockin' Jump Membership Program (including its credit/Membership Program structure), the lists of Participating Parks, or any reward or special status programs at any time without any liability or notice to members beyond updating these Member Rules. The result of such modification, update, change, alteration or discontinuation may include the decrease in redemption value or cancellation of credit not yet redeemed.

2. All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a member's compliance with the Member Rules will be resolved by Rockin' Jump Trampoline Park in its sole discretion.

3. The Membership Program, as well as any prize or gift provided to a Rockin' Jump Membership Program member, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Rockin' Jump Membership Program members are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.

4. By participating in the Rockin' Jump Membership Program, you agree to release Rockin' Jump Trampoline Park, its parent, affiliates, divisions, related companies, third-party prize/reward providers and suppliers, and agents, and its and their respective officers, directors, owners, and employees, (each a "Releases") from any and all losses, harm, damages, cost, or expense, including without limitation property damages, personal injury, and/or death, arising from or connected to the Rockin' Jump Membership Program,



including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of Membership Program, (iii) the suspension, termination, or modification of your membership or account, and (iv) the suspension, modification, or termination of the Rockin' Jump Membership Program or any reward or special status programs therein.

5. The Rockin' Jump membership program, membership therein, and all membership program, prizes, merchandise, sweepstakes and sweepstakes entries, products or services provided through the Rockin' Jump membership program are provided and must be accepted on an "as is" and "as available" basis without warranties of any kind. Rockin' Jump trampoline park, Rockin' Jump trampoline park's partners or administrators, and each of the foregoing's respective agents or representatives make no representations or warranties, express or implied, and disclaim any and all liability as to the condition, quality, merchantability, or fitness for a particular purpose of products and/or services provided by or through the Rockin' Jump membership program including, without limitation, implied warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement, title, or quiet enjoyment.

6. Under no circumstances shall any of the releasees be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the Rockin' Jump membership program or members' participation therein, including, without limitation, any membership program, prizes, merchandise, or services made available as part of the Rockin' Jump membership program. In any event, any liability of Rockin' Jump trampoline park arising in connection with the provision of membership program or prizes will be limited to the approximate retail value of the applicable reward or prize. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or other legal theory, even if the releasee has been advised of the possibility of such damages. In the event some jurisdictions do not allow the exclusion or limitation of certain damages, releasees' liability in such jurisdictions shall be limited to the extent permitted by law.

7. By participating in the Rockin' Jump membership program, you waive any and all rights to bring any claim or action related to your participation in the Rockin' Jump membership program in any forum beyond one year after the first occurrence of the act, event, condition, or omission upon which the claim or action is based.

8. You agree to defend, indemnify, and hold harmless the Releases' from all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of Member Rules. Furthermore, you agree to reimburse Rockin' Jump Trampoline Park for any Membership Program or prizes that were fraudulently obtained by you.

9. The Member Rules are governed by the laws of the State without regard to the conflicts of laws rules of any jurisdiction. Any dispute, claim or cause of action arising out of or concerning the interpretation or effect of the Member Rules and/or your participation in the Rockin' Jump Membership Program except where prohibited, shall be resolved individually, without resort to any form of class action. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts.

10. If any provision of the Member Rules is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render the Member Rules unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

11. Any waiver by Rockin' Jump Trampoline Park of a breach of any provision of the Member Rules shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of the Member Rules. Failure by Rockin' Jump Trampoline Park to insist upon strict adherence to any provision of the Member Rules on one or more occasions shall not be considered a waiver or deprive Rockin' Jump Trampoline Park of the right to insist upon strict adherence to that provision or any other provision of the Member Rules.

YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN IT. YOU MAY CANCEL THE AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE SECOND OPERATING DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT WITHIN THE TWO-DAY PERIOD, YOU ARE RESPONSIBLE FOR ANY ADDITIONAL COSTS FOR SERVICES RENDERED. IF THE SECOND OPERATING DAY FALLS ON A SUNDAY OR A HOLIDAY, NOTICE IS TIMELY GIVEN IF MAILED OR DELIVERED AS SPECIFIED IN THIS NOTICE ON THE NEXT OPERATING DAY. REFUNDS MUST BE MADE WITHIN THIRTY OPERATING DAYS OF RECEIPT OF THE CANCELLATION NOTICE BY THE PARK. "OPERATING DAY" MEANS ANY DAY ON WHICH PATRONS MAY INSPECT AND USE THE FACILITIES AND SERVICES OF THE PARK

MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_