

# **BOUNCE THE MALL ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY**

ALL PARTICIPANTS MUST READ AND SIGN THIS DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING THE ACKNOWLEDGMENT, WAIVER AND RELEASE FROM LIABILITY (AWRL). THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS AGAINST 'CC LEISURE LLC DBX XL EVENT LAB' AND RELATED ENTITIES (INCLUDING BOUNCE THE MALL), (the "Company").

**Printed name(s) of Bounce The Mall participant(s):**

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In consideration of my ("I", "my" or "myself") and/or on behalf of my child/ward's participation, (any of the foregoing, a "Participant") in a CC LEISURE LLC DBX XL EVENT LAB and related entities Activity (including Bounce The Mall), (the "Activity") I, on behalf of myself and Ward, acknowledge, accept and agree the following:

I acknowledge that participation in the Activity has physical and mental limits and it carries with it potential for death, serious injury, and property loss.

I am also aware of the highly contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that while the Company has implemented measures to reduce the risk of injury from the Activity and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting the Disease.

Notwithstanding these risks, I HEREBY ASSUME THE RISKS OF PARTICIPATING IN the

Activity and release the Company and any related entities or individuals, of any claim for damages as a result of its NEGLIGENCE, ACTION OR INACTION, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, OF THE

COMPANY WHILE PARTICIPATING IN THE EVENT. I certify that I am physically fit and have not been advised otherwise by a qualified health professional. I hereby declare that I will not participate in this Activity under the influence of alcohol or illegal drugs, or any prescription drugs that could affect my balance or judgement.

I hereby take the following action for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf, and I expressly and unequivocally acknowledge and state that it is my intent to take these actions: (a) I AGREE to abide by the rules adopted by the Company (b) I AGREE that prior to participating in an event, I will inspect the structure, facilities, equipment, and areas to be used and if I believe any to be unsafe I will advise the person supervising the event, activity, facility, or area; (c) I HEREBY WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL CLAIMS, DAMAGES, OR LIABILITIES FOR DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, PROPERTY DAMAGE, MEDICAL OR HOSPITAL BILLS, THEFT OR DAMAGES OF ANY KIND, INCLUDING ECONOMIC LOSSES AND LOSS AND/OR STOLEN ITEMS, WHICH ARISE OUT OF OR RELATE TO MY PARTICIPATION IN, OR MY TRAVELING TO AND FROM THE EVENT, THE FOLLOWING PERSONS OR ENTITIES: CC LEISURE LLC DBX XL Event Lab (including Bounce The Mall),

the venue and venue organization, any sponsors, event directors, employees, event owners, volunteers, all states, cities, counties, or localities in which events or segments of events are held, and the officers, directors, employees, representatives, volunteers, and agents of any of the above even if such claims, losses, or liabilities are caused by the NEGLIGENCE, ACTION OR INACTION OF THE ABOVE STATED PARTIES INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT of the persons/parties I am hereby releasing including the Company, and I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releases from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that any relevant law does not permit to be released by agreement; (d) I ASSUME THE RISKS OF PARTICIPATING IN THIS EVENT, including but not limited to the effects of weather including heat and/or humidity, falls, defective equipment, water hazards, and any hazard that may be posed by spectators or volunteers all such risks being known and appreciated by me, and I further acknowledge that these risks include risks that may be the negligence of myself, or the persons or entities mentioned in paragraph (c) or other persons or entities; (e) I AGREE NOT TO SUE ANY OF THE PERSONS OR ENTITIES MENTIONED ABOVE IN PARAGRAPH (c) for

any of the claims, losses, or liabilities that I have waived, released or discharged herein; (f) I INDEMNIFY AND HOLD HARMLESS THE PERSONS AND ENTITIES MENTIONED IN

PARAGRAPH (c) for any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions, (ii) the actions, inactions or negligence of others including those parties hereby indemnified; (iii) the conditions of the facilities, equipment, or areas where the event is being conducted; or (iv) any other harm caused by an occurrence related to this Activity; (g) I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services, and (h) I GRANT PERMISSION for the use of my name and/or likeness relating to my participation in this 'Activity, and I waive all right to any future compensation to which I may otherwise be entitled as a result of the use of my likeness;

(h) I UNDERSTAND and accept that my entry fee is non-refundable under any circumstance. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER and I am signing on my own behalf.

I CONFIRM THAT I AM REGISTERING AS THE PARTICIPANT IN THE EVENT AND THAT REGISTRATIONS ARE NOT TRANSFERABLE TO OTHER PARTICIPANTS.

Should any provision of this Release be held by a court of competent jurisdiction to be enforceable and/or deemed to be invalid under the law of the State of Texas, the remaining portions of this Release shall remain binding and available for use by the Company and its counsel in any proceeding.

This Release, for all purposes, shall be construed in accordance with the laws of Texas without regard to conflicts-of-law principles. Any action or proceeding to enforce this Release shall be brought only in state court located in the state of Texas, county of Travis. The parties hereby willingly and irrevocably submit to the exclusive jurisdiction of the courts located in Travis County, Texas and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

I BY EXECUTING THIS DOCUMENT REPRESENT AND WARRANT THAT I AM LEGALLY COMPETENT AND HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY. I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT MERE RECITAL. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY.

<b>Printed name of person signing this ACKNOWLEDGMENT, WAIVER AND RELEASE</b>	
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<b>FROM LIABILITY</b>	
<b>Signature</b>	
<b>Today's date</b>	