



Shalom Youth Group Kick Off Event!



TRAMPOLINE PARK

ALL YOUTH GROUP EVENT!!
1ST - 12TH GRADERS

Sunday, August 25

1:15-4:45 P.M.

Pick up and drop off at Congregation Shalom

Attention all Shalom kids entering 1st through 12th grade!! Join us for a trip to Helium Trampoline Park (16235 W. Beloit Road New Berlin, Wisconsin 53151) for an afternoon of jumping fun! We will explore the trampoline park and enjoy a snack together too! Please fill out the attached form and waiver.

Cost: \$12.00 per person *(This event is partially underwritten by the Gail Riches Youth Fund.)*

This is a great opportunity to meet Shalom kids and learn more about our youth groups.

RSVP by August 20 to Abby at 414-352-9288 or abby@cong-shalom.org

ALL YOUTH GROUP EVENT —HELIUM — August 25, 2013

I give my son/daughter _____
permission to attend Congregation Shalom's field trip to Helium in New Berlin on Aug. 25th
Emergency number are _____
I/We want to volunteer _____
Signed _____

EVENT COST:

\$12 Members \$ _____

\$15 Non-Members \$ _____

Helium Trampoline Park

Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Things I NEED to Know! The Helium Trampoline – New Berlin, LLC (hereafter referred to as HTP) is a trampoline and climbing wall center which offers clients the opportunity to participate in a number of recreational activities including, but not limited to, recreational trampoline bouncing activities, trampoline basketball dunking, trampoline dodgeball, foam pit jumping, wall climbing, and private parties. HTP facilities include various large and small trampoline areas, , a foam pit (with fluffers), a climbing wall, 4 party rooms and 3 party tables, a mezzanine observation area for parents, and a concession area.

The vigorousness of HTP activities can range from mild to very vigorous, depending upon the desire and capacity of the participant. HTP activities provide many benefits for clients of all ages – including pleasure, relaxation, opportunity to compete, opportunity to challenge oneself, improved physical fitness (including strength, endurance, cardiovascular fitness, flexibility, agility), more attractive appearance, more energy, greater enjoyment of life, and many other health benefits. However, while there are many benefits associated with trampolining activities and wall climbing, HTP feels it is important that the **PARTICIPANT/PARENT** (which refers to either an **ADULT Participant**, **OR a MINOR Participant and his/her PARENTS/GUARDIANS**) **understands that all physical activities include some inherent risks of injury**. These *inherent risks* are risks that cannot be eliminated without changing the very nature of the activity – usually removing the fun, excitement, and challenge that attracts participants.

The following are some examples of *inherent risks* associated with HTP activities: PARTICIPANT RELATED -- landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips or stunts that are beyond participant's capacity; landing on a frame or other hard surface; landing on the wrong trampoline; failure to execute a maneuver or stunt properly; hard contact or entanglement with basketball goal, backboard or net when dunking; being struck in the face by the dodgeball; loss of grip; erratic behavior by other participants; poor judgment by the participant. EQUIPMENT RELATED -- unexpected failure of the equipment; trampoline surface or attachment failure; malfunction of auto-belay equipment; exposed springs or hooks; padding shift resulting in exposed frames or hard surface; missing padding; misplaced mats. STAFF RELATED -- management misjudgment of the ability or judgment of staff; management misjudgment of the number of supervisors needed; inadvertent distraction of supervising staff; judgment error by a staff member (e.g., misjudging the ability or fitness of a participant, allowing too great a disparity in size or ability of participants, failure to realize too many participants are in an area, failure to identify and put a stop to misbehavior or horseplay immediately, failure to require use of safety equipment when needed. PARTY RELATED – collisions, erratic behavior, celebrations, slips on spills, being struck by thrown objects. Even with supervision, children at parties can trip and fall, collide, strike one another, land wrong, and fall from equipment. Finally, risk of falls, collisions, and other accidents exists in the parking lot, sidewalks, entry, parent seating area, snack bar, and rest room areas.

Further, HTP feels that it is important that the **PARTICIPANT/PARENT understands the three types of injuries that can occur in any physical activity**. First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, and abrasions. The second type of injury is the *Serious Injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is the *Catastrophic Injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, HTP feels that the **PARTICIPANT/PARENT** should be aware of all possibilities.

While it is impossible to eliminate all possibility of injury, to minimize injuries HTP 1) designed the facility with safety as a prime concern; 2) has greatly reduced the major traditional hazard of trampoline jumping – falls to the floor and striking a hard surface; 3) requires viewing of a video outlining trampoline risks, rules, and safety, and review of posted rules prior to initial participation; 4) has trained supervisors on duty; 5) provides general supervision of activities; and 6) has developed and posted rules and policies that focus on safety and trampoline court operators.

Assumption of Inherent Risks: I, the **PARTICIPANT/PARENT**, have read the above paragraphs and **know** that HTP activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of HTP activities and their potential impact on my well-being and lifestyle. I, the **PARTICIPANT/PARENT**, **hereby assert that my participation is voluntary and that I knowingly assume all inherent risks**.

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the HTP property, facilities, and services, today and on all future dates, I, the **PARTICIPANT/PARENT**, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [hereafter referred to as Releasing Parties] **do hereby release, waive, discharge, and covenant not to sue** HTP, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers (including, without limitation, Las Vegas Civil Engineering – Nevada Inc. with respect to all aspects of the design and completion of the facilities and the design, and manufacture and installation of the equipment), and agents [hereafter referred to as Protected Parties] from liability **from any and all claims arising from the ordinary negligence** of HTP or the other protected parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in HTP activities (including, but not limited to, classes, individual or group play, group events, observation or spectating, individual use of

facilities or equipment, concession area, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: I, the adult participant or parent/guardian, **agree to hold harmless, defend, and indemnify HTP** and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from my injury or loss (or that of the minor) due to my participation (or that of the minor) at HTP (including claims arising from the inherent risks of HTP activities and those arising from the **ordinary negligence** of HTP or *Protected Parties*).

I further agree to hold harmless, defend, and indemnify HTP and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct (or that of the minor) in the course of my participation (or that of the minor) at HTP (including claims arising from the inherent risks of HTP activities and those arising from the **ordinary negligence** of HTP or *Protected Parties*).

Clarifying Clauses: **1)** I, the PARTICIPANT/PARENT, confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and HTP and cannot be modified or changed in any way by representations or statements by any agent or employee of HTP. **2)** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **3)** I also understand that if any legal action is brought, the appropriate trial court for the County of Waukesha in the State of Wisconsin has the sole and **exclusive jurisdiction** and that only the substantive laws of the State of Wisconsin shall apply. **4)** In the event of a dispute, I, the PARTICIPANT/PARENT, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that *all disputes, controversies, or claims arising out of my participation at HTP shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.*

To help HTP provide for the safety of the participant, PARTICIPANT/PARENT certifies: I, the PARTICIPANT/PARENT,

- agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
 - agree to stay in areas to which I am assigned and not enter areas that will place me in undue danger.
 - understand that all participants must watch a video that outlines trampoline risks, rules, and safety and reviewed posted rules on their first visit.
 - have viewed a video outlining trampoline risks, rules, and safety, and agree that I will not attempt to bounce until I feel capable of safe participation.
 - understand that a participant may be required to view the video again if he or she does not obey the rules.
- *****
- have no health problems that would make participation in HTP activities unwise.
 - possess a sufficient level of skill and physical fitness for safe participation in HTP activities.
 - acknowledge that **HTP recommends that everyone, particularly older adults, should get medical clearance** prior to participation in a vigorous physical activity.
 - acknowledge that it is my duty to inform staff and cease exercise immediately if I feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- *****
- authorize HTP to administer emergency first aid, CPR, and use an AED if deemed necessary by HTP.
 - authorize HTP to secure emergency medical care or transportation (i.e., EMS) if deemed necessary by HTP and I agree to assume all costs of emergency medical care and transportation.
 - Give permission to HTP to use any photographs, images, or likenesses taken of me in its marketing brochures, ads, videos, or other media.
 - acknowledge that HTP may need to end my participation if I present a danger to myself or others.

Acknowledgment of Understanding: I, the PARTICIPANT/PARENT, have read this Agreement and understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury, or loss. I, the PARTICIPANT/PARENT, acknowledge that I understand this Agreement and that I am **knowingly and voluntarily signing** this Agreement, and **intend my signature to be a complete release of all liability, including that due to inherent risks or the ordinary negligence by the Protected Parties**, to the greatest extent allowed by law of the State of Wisconsin. *Additionally, I, the Parent/Guardian of a minor participant, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

Name of PARTICIPANT (Please Print) Date

Signature of PARTICIPANT

If Participant is a Minor, Parent/Guardian Must Complete the following:

Name of Parent/Guardian #1 Signature of Parent/Guardian #1 Date

Name of Parent/Guardian #2 Signature of Parent/Guardian #2 Date