

**ACKNOWLEDGEMENT OF RISK, ACCEPTANCE OF RESPONSIBILITIES, AND AGREEMENT OF
RELEASE, INDEMNIFICATION AND DISCHARGE**

This document affects your Legal Rights. You must read and understand it before signing it.

PARTICIPANT INFORMATION

NAME: _____ DATE: _____
Print Full Name

ADDRESS: _____
Street Address Apt. #

_____ State Zip Code
City

E-MAIL: _____ DATE OF BIRTH: _____
Month/Day/Year

CELL: _____ ALT: _____
Area Code Number Area Code Number

EMERGENCY CONTACT INFORMATION

NAME: _____
Print Full Name

ADDRESS: _____
Street Address Apt. #

_____ State Zip Code
City

PHONE: _____
Area Code Home# Area Code Cell#

RELATIONSHIP: _____

I, the above named person, in consideration of the services to be provided by Bungee America, and the rate charged for these services, hereby acknowledge, agree and covenant with Bungee America, its officers, owners and employees and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as "BABJ"), do hereby voluntarily release, indemnify and discharge BABJ on behalf of myself, my spouse, my children, my parents, my heirs, personal representatives and estate as follows:

STATEMENT OF PHYSICAL & MENTAL FITNESS

I hereby certify that I am not now under the influence of alcohol or any drug or medication or any condition that may affect my judgment or decision making ability.

I further certify that I am not suffering from or under treatment for any physical, emotional or psychological infirmity or chronic illness including but not limited to; cardiac or pulmonary condition or disease, high blood pressure, fainting spells, convulsions, epilepsy, neurological disorders, back or neck problems, history of aneurysm or psychological disorders or mental illness, pregnancy or any other condition which could be exacerbated by my participation

Signature: _____ Date: _____

ACKNOWLEDGMENT OF RISK

I fully understand the activity that I am about to voluntarily engage in bears certain risks.

I understand BABJ is not responsible for my personal property, automobile or its contents while parked in the Angeles National Forest.

I understand that BABJ does not provide a guiding service through the Angeles National Forest and it is my personal responsibility to hike the trail between the parking lot and the Bridge to Nowhere.

I am aware that this hike bears certain risks including but not limited to:

- Poison oak, snake, animal or insect bites.
- Cliffs, loose or falling rock.
- Ten or more crossings of the East Fork of the San Gabriel River.

I acknowledge that my participation entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

Among these risks are the following:

1) The nature of the activity of bungee jumping itself. The act of bungee jumping and the instructions provided are potentially hazardous. These hazards include but are not limited to the following:

- A. Loss of or damage to personal property.
- B. Injury or fatality due to any failure of the equipment or procedures.
- C. Collision with obstacles on the ground or in the air.
- D. Falling while aboard the Bridge or jump platform.
- E. Contact with the bungee cords can cause injuries such as, but not limited to abrasions, bruises, cuts and broken or dislocated limbs.

2) The acts, omissions or neglect in any degree of BABJ.

3) Latent or apparent defects in, or the condition of, any and all equipment or property provided by BABJ, including bungee cords, harnesses, attachment rigging, bridge, jump platform, roads, trails, parking lots, buildings and any accidents connected with their use.

4) The acts of other participants in this activity, employees and agents of BABJ.

5) My own physical condition, or my own acts or omissions.

6) In the event of an accident, any first aid emergency treatment or other services rendered by BABJ.

Furthermore, Bungee America employees have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and equipment being used might malfunction.

I understand the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, disease (physical or mental) or damage to property.

I expressly agree and promise to accept and assume all of the risks existing in this activity.

My participation in this activity is purely voluntary and I elect to participate in spite of these risks.

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risk of injury or death, I agree, covenant and promise to accept and assume all responsibility and risk for injury death, illness or disease (both physical and mental) or damage to my property arising from my participation in this activity. Injuries might include such serious injuries as to cause severe disability, paralysis, pain, suffering and death. My participation in this activity is purely voluntary, no one is forcing or coercing me to participate, and I elect to participate of my own free will in spite of the potential risk to myself and others.

FILMING / PHOTOGRAPHIC / MEDIA RELEASE

In consideration of being permitted to participate in this activity, I grant BABJ the irrevocable right and permission to video or photograph me in connection with BABJ and use the recordings for all purposes, including advertising and promotion. I understand and acknowledge all media is the exclusive property of, and may be used by BABJ in any manner, whether through internet, television, radio or any other medium now known or hereafter devised in perpetuity. I agree that I am not entitled to any compensation for my willingness to consent to the above agreement

Signature: _____

Date: _____

RELEASE / INDEMNIFICATION / DISCHARGE

I, the above named person, hereby voluntarily release, indemnify, hold harmless and forever discharge Bungee America, its officers, owners, agents or employees, volunteers, participants and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BABJ"), from any and all liability, claims, demands, actions or right of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligence or omission of BABJ, of any and all injury, death, illness or disease (both physical or mental) and damage to my property.

I, the above named person, further agree, promise and covenant not to sue or otherwise maintain or assert any claim against BABJ for any such injury, death, illness or disease (both physical or mental) or damage that may result from my voluntary participation in this activity.

Should BABJ or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

ACKNOWLEDGMENT OF EFFECT OF THIS AGREEMENT

I understand and acknowledge that by signing this document, I have voluntarily given up certain legal rights and/or possible claims which I might otherwise assert or maintain against BABJ, including specifically but not limited to my rights arising from or claims for the acts or omissions, negligence in any degree, of BABJ.

In the event that I file a lawsuit against BABJ, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

ENTIRE AGREEMENT

I understand that this is the entire agreement between myself and Bungee America, its officers, owners, agents, employees, owners of the Bridge, and all other persons or entities acting on behalf of BABJ, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Bungee America, or by myself.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BABJ on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound to its terms.

Print Name: _____ Date: _____

Signature: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by BABJ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BABJ from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor

Parent or Guardian: _____ Print Name: _____ Date: _____