



**Assumption of Risks, Release of Liability,  
Waiver of Claims and Indemnity Agreement – Sky Zone Whitby LP**

**PLEASE TAKE YOUR TIME AND READ CAREFULLY**

**BY SIGNING THIS DOCUMENT, YOU WILL GIVE UP LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE!**

Please print and fill out highlighted areas completely or complete electronically at [www.skyzone.com](http://www.skyzone.com)

Must be completed for participants under the age of 18

(Print up to four names/birth dates below of children of the SAME parent, legal guardian, or power of attorney):

Minor Participant 1: First Name	Last Name	Birth Date
Minor Participant 2: First Name	Last Name	Birth Date
Minor Participant 3: First Name	Last Name	Birth Date
Minor Participant 4: First Name	Last Name	Birth Date

**TO: Sky Zone Whitby LP (hereinafter “Sky Zone”)\***

**IN EXCHANGE FOR** Sky Zone allowing me or my child to participate in trampoline activities, I agree as follows:

CHECK  
BOX TO  
AGREE

1. I understand and accept the risks associated with Sky Zone trampoline and other activities, including the possibility of physical or emotional injury, paralysis, death, and property damage. I understand that this agreement applies not only to use of the trampolines, but also all other equipment, and all activities and games at the Sky Zone Facility. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Specific risks of trampoline and other activities include: **cuts and bruises, muscle and joint sprains and strains, broken bones, equipment failure, falling off of equipment, participants falling or landing on each other or any surface, double bouncing, flipping, slipping, and landing awkwardly.** Sky Zone employees have difficult jobs to perform. They seek to create a safe environment, but they are not perfect. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions. They cannot watch all participants at all times. The equipment being used might malfunction. **I VOLUNTARILY ACCEPT AND ASSUME ALL OF THE RISKS ASSOCIATED WITH TRAMPOLINE ACTIVITIES AT SKY ZONE AND I CHOOSE TO PARTICIPATE DESPITE THE RISKS.**

CHECK  
BOX TO  
AGREE

2. I acknowledge that, in addition to the risks described above, my participation or my child's participation in Glow Zone entails additional and unique risks due to reduced lighting. I understand that the reduced lighting during Glow Zone can affect depth perception and visibility and may cause me or my child to fall, slip, misstep, collide with other jumpers, or collide with equipment. I agree, on behalf of myself or my child, to accept and assume all of the risks associated with Glow Zone and voluntarily agree to participate in Glow Zone despite the added risks.

3. If I am signing this Agreement on behalf of my child, I confirm that I have assessed the risks associated with Sky Zone trampoline activities, in light of the specific abilities and circumstances of my child, and I VOLUNTARILY ALLOW MY CHILD TO PARTICIPATE in Sky Zone trampoline and other activities despite the risks. I therefore agree that if my child is injured during Sky Zone trampoline and other activities, I will accept all responsibility and liability for such injuries.

4. I confirm that I have read or heard or seen the rules governing my or my child's participation in Sky Zone trampoline and other activities. I understand that Sky Zone's rules have been implemented for the safety of all participants, and I have explained the rules to my child. I understand that my or my child's failure to follow Sky Zone's rules could result in damage, expense, injury, or death. I acknowledge that my or my child's failure to follow the rules could result in expulsion from Sky Zone.

CHECK  
BOX TO  
AGREE

5. I agree to **GIVE UP MY RIGHT TO SUE SKY ZONE** for any damage, expense, physical or emotional injury, paralysis, or death that I or my family or estate may suffer as a result of my participation in Sky Zone trampoline and other activities, **DUE TO ANY CAUSE WHATSOEVER**, including Sky Zone's negligence, the failure to warn or protect me from risks, breach of contract, breach of any other duty of care, or breach of the Occupiers' Liability Act, R.S.O. 1990, c. O.2. I agree to waive any and all claims that I have or may have in the future against Sky Zone, and to **RELEASE SKY ZONE FROM ANY AND ALL LIABILITY** for any damage, expense, injury, or death.

6. I also agree to hold harmless and indemnify Sky Zone from any and all liability for any damage, expense, injury or death caused to any third party as a result of my or my child's participation in Sky Zone trampoline and other activities.

7. I agree that if any portion of this Agreement is found to be void, unenforceable, or inapplicable, the remaining portions shall remain in full force and effect.

8. If I am signing this Agreement on behalf of a child, I confirm that I am the child's parent or legal guardian, or that I otherwise have legal authority to sign this Agreement on behalf of the child.

9. I confirm that have read or have had sufficient opportunity to read this entire Agreement, have understood the terms of this Agreement, and **AGREE TO BE BOUND** by the terms of this Agreement.

\* In this Agreement, "Sky Zone" means Sky Zone Whitby LP, Sky Zone Franchise Group LLC, Sky Zone LLC, RPSZ Construction LLC, all related companies, affiliates, employees, agents, directors and/or officers.

**Parent/Legal Guardian/Power of Attorney/Participant' Signature (if 18 or older)**

**Date:**

**Parent/Legal Guardian/Power of Attorney/Participant' Information (if 18 or older)**  
Please Print Clearly Using Blue or Black Ink.

Signer First Name		Signer Last Name		Signer Birth Date	
Street Address			City	Province/State	Postal Code/Zip Code
Phone Number			Email Address		

CHECK  
BOX TO  
AGREE

Check box to receive marketing materials and special offers or other electronic messages containing information about Sky Zone Indoor Trampoline Park offered by Sky Zone. You may withdraw your consent at any time. Refer to our privacy policy by clicking on the 'privacy policy' link on our website or contact us for more details.

## Sky Zone Policy on Privacy of Customer Personal Information

Sky Zone is committed to protecting the privacy and security of your personal information obtained by reason of your customer relationship with Sky Zone. This policy explains the types of customer personal information we collect, how it is used, and the steps we take to ensure your personal information is handled appropriately.

Our policies and practices have been designed to comply with the *Personal Information Protection and Electronic Documents Act* (Canada) and corresponding provincial privacy acts.

### Who is Sky Zone?

For purposes of this Customer Privacy Policy, "Sky Zone" means the 2285771 Ontario Inc. (carrying on business as Sky Zone Indoor Trampoline Park), Sky Zone Toronto LP. (carrying on business as Sky Zone Toronto), Sky Zone Vaughan LP. (carrying on business as Sky Zone Vaughan), Sky Zone Whitby LP. (carrying on business as Sky Zone Whitby), Sky Zone Mississauga LP. (carrying on business as Sky Zone Mississauga) and their family of companies.

### What is personal information?

Personal information is information that refers to an individual specifically and is recorded in any form. Personal information includes such things as age, date of birth, ethnic origin and credit records. Information about individuals contained in publicly available printed and electronic publications is not considered personal information.

### We are accountable to you

Sky Zone is responsible for all personal information under its control, including any personal information that is transferred to third parties for processing, storage or other purposes. We have designated individuals in each of our business entities who are accountable for compliance with these privacy and security principles.

### We let you know why we collect and use your personal information and get your consent

Sky Zone identifies the purpose for which your personal information is collected and will be used or disclosed. If that purpose is not listed below we will do this before or at the time the information is actually being collected. You will be deemed to consent to our use of your personal information for the purpose of:

- communicating with you generally, including providing our electronic newsletter
- processing and keeping track of transactions
- providing the products and services requested by you, including participation in the activities we offer
- recommending products and services that Sky Zone believes will be of interest and provide value to you
- performing statistical analyses of user behaviour and characteristics, in order to measure interest in and use of our products and services so as to improve those products and services and to gather marketing information. Only aggregated data from these analyses, not individual data, will be used for this purpose
- protecting against fraud or error
- complying with legal and governmental requirements
- fulfilling any other purpose that would be reasonably apparent to the average person at the time we collect it from you

Otherwise, Sky Zone will obtain your express consent (by verbal, written or electronic agreement) to collect, use or disclose your personal information. You can change your consent preferences at any time by contacting Sky Zone. Please refer to the "How to contact us" section below for contact details.

### We limit collection of your personal information

Sky Zone collects only the information required to permit participation in the activities we offer and provide our products and services to you. Sky Zone will collect personal information only by clear, fair and lawful means.

We receive and store any information you enter on our website or give us in any other way. You can choose not to provide certain information, but then you might not be able to participate in the activities we offer, or take advantage of many of our products and services.

We also receive and store certain types of information whenever you interact with our websites. For example, like many websites, we use "cookies," and we obtain certain types of information when your web browser accesses our website. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser, to enable our systems to recognize your browser and to provide features such as storage of items in your Shopping Cart between visits. The "help" portion of the toolbar on most

browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether.

We limit disclosure and retention of your personal information

Sky Zone does not disclose personal information to any organization or person for any reason except the following:

- we employ, or may in the future employ, other companies and individuals to perform functions on our behalf. Examples include sending e-mail, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. We may use service providers located outside of Canada, and, if applicable, your personal information may be processed and stored in other countries and therefore may be subject to disclosure under the laws of those countries.
- we work closely with our affiliated businesses. In some cases, we operate locations, provide services, or sell product lines jointly with these businesses.
- as we continue to develop our business, we might sell or buy stores, subsidiaries, or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Policy (unless, of course, the customer consents otherwise). Also, in the unlikely event that Sky Zone or substantially all of its assets are acquired, customer information of course will be one of the transferred assets.

You are deemed to consent to disclosure of your personal information for those purposes. If your personal information is shared with third parties, those third parties are bound by appropriate agreements with Sky Zone to secure and protect the confidentiality of your personal information.

Sky Zone retains your personal information only as long as it is required for our business relationship or as required by federal and provincial laws.

We keep your personal information up to date and accurate

Sky Zone keeps your personal information up to date, accurate and relevant for its intended use.

You may request access to the personal information we have on record in order to review and amend the information, as appropriate. In circumstances where your personal information has been provided by a third party, we will refer you to that party. To access your personal information, refer to the "How to contact us" section below.

The security of your personal information is a priority for Sky Zone

We take steps to safeguard your personal information, regardless of the format in which it is held, including:

- physical security measures such as restricted access facilities and locked filing cabinets
- electronic security measures for computerized personal information such as password protection and database encryption
- organizational processes such as limiting access to your personal information to a selected group of individuals
- contractual obligations with third parties who need access to your personal information requiring them to protect and secure your personal information.

We are open about our privacy and security policy

We are committed to providing you with understandable and easily available information about our policy and practices related to management of your personal information. This policy and any related information is available at all times on our website, [www.skyzone.com/ca/toronto](http://www.skyzone.com/ca/toronto), [www.skyzone.com/ca/mississauga](http://www.skyzone.com/ca/mississauga) and [www.skyzone.com/ca/vaughan](http://www.skyzone.com/ca/vaughan) under "Privacy" or upon request. To contact us, refer to the "How to contact us" section below.

We provide access to your personal information stored by Sky Zone

You can request access to your personal information stored by Sky Zone so you can review and verify existence, accuracy and completeness and request changes to the information make any necessary updates to your personal information. To contact us, refer to the "How to contact us" section below.

How to contact us

Sky Zone responds in a timely manner to your questions, concerns and complaints about the privacy of your personal information and our privacy policies and procedures.

Our contact information is as follows:

Toronto  
45 Esandar Drive  
Toronto, Ontario  
M4G 4C5  
Phone: 416-421-4567  
E-mail: [toronto.privacy@skyzone.com](mailto:toronto.privacy@skyzone.com)

Mississauga  
3636 Hawkestone Road  
Mississauga, Ontario  
L5C 2V2  
Phone: 905-306-9898  
E-mail: [mississauga.privacy@skyzone.com](mailto:mississauga.privacy@skyzone.com)

Vaughan  
2839 Rutherford Road  
Vaughan, Ontario  
L4K 2N6  
Phone: 905-832-0080  
E-mail: [vaughan.privacy@skyzone.com](mailto:vaughan.privacy@skyzone.com)

Whitby  
240 South Blair St. Unit-2  
Whitby, ON  
L1N 0G3  
Phone 905-430-0333  
E-mail: [whitby.sales@skyzone.com](mailto:whitby.sales@skyzone.com)

Our business changes constantly, and this privacy notice will change also. We may e-mail periodic reminders of our notices and conditions, unless you have instructed us not to, but you should check our website frequently to see recent changes. We are, however, committed to protecting your information and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

**For guests who would prefer to submit a waiver without DOB or gender, please [access it here](#). Fill out one waiver per jumper and hand them to a Sky Zone team member upon check-in at the park**

