



No Surrender One Time Use Paper Waiver

English - FRESNO

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINORS LEGAL RIGHTS) BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE NO SURRENDER UNLIMITED FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF NO SURRENDER UNLIMITED, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT.

THE PARTICIPANT AGREES WITH THE FOLLOWING RULES, TERMS, & CONDITIONS:

The participant agrees to abide by the rules and direction at all times while present at the venue.

1. No Projectiles are to be thrown, kicked or otherwise to be made air born by participants.
2. No participant shall engage in behavior: A): likely to cause injury to themselves, other participants or employees/agents of No Surrender Unlimited; B) likely to cause damage to the equipment or property of No Surrender Unlimited, its agents or landowner; C): any other behavior deemed unacceptable by No Surrender Unlimited.
3. No Surrender Unlimited may require any participant engaging in an unacceptable behavior to leave the Trampoline, Adventure Course, and, Ropes Course.
4. Each participant must always remain within the designated boundaries of the facility.
5. Each participant will be required to wear the following: A): Enclosed shoes, B): shirts, C): NSAP Grip socks, virtual reality head bands or vests provided by No Surrender Unlimited, D): any other safety devises deemed necessary by No Surrender Unlimited.
6. Any participant that refuses or is unable to comply with these rules will not be permitted to participate.
7. Any participant that is injured, or observing another player being injured, shall immediately notify the staff of No Surrender Unlimited.
8. No Surrender Unlimited is not responsible for any bodily harm, if a customer did not comply with the rules and regulations of the establishment.
9. No Surrender Unlimited is not responsible for the supervision of children.
10. All Codes of conduct must always be read and followed.

No Surrender Unlimited Code of Conduct

- We ask all customers to abstain from the following:
- No outside food and/or beverages of any kind allowed
- Using obscene language, obscene gestures, or racial, religious or ethnics slurs of any kind.
- Obscene and/or explicit conduct.
- Violence, threats of violence, fighting, physical abuse or physically/verbally threatening any person, or hostility of any kind.
- We do not allow clothing which exposes underwear, excessive portions of the skin, offensive images or languages which may be viewed as inappropriate in a family environment.
- No excessive baggy clothing of any kind
- No perceived evidence of gang affiliation including Motorcycle or Gang attire
- Athletic sports jerseys or hats. (game day exceptions)
- Tattoos on neck, face and head (exceptions for neck tattoos if the tattoo is not offensive, gang related or depicting an illegal substance or activity and is preapproved by management)
- Persons wearing torn or soiled clothing will be admitted at the discretion of management.
- Children under the age of 12 must be supervised at all times and accompanied by a parent and/or guardian.
- No line cutting.
- No bare feet or tank tops. Shoes are required to be worn at all times while in the facility.
- Running, wrestling, horseplay, skating, skate boarding, roller blading, bicycling, riding hover board and/or scooters.

- Loitering for disturbing the peace or any unlawful purpose, disrupting the entertainment enjoyment of customers, or disrupting the intended business use of NSAP.
- Any form of solicitation without prior written permission from management.
- Engaging in any act, activity or behavior, which by its nature is illegal, and/or in violation of any state law, rule or ordinance.
- Failing to wear shoes and a t-shirt.
- Creating litter by discarding paper, glass or other matter of any kind, anywhere except in a trash receptacle.
- Defacing, damaging, destroying or removing any real or personal property constituting part of or located in or on NSAP property.
- Bringing animals on NSAP property with the exception of animals in the company of persons trained to assist or tend to physically challenged patrons (the animal must have clear identifications to indicate that it is a service animal). All other animals are prohibited on NSAP property.
- Sitting anywhere or on anything other than chairs or benches designed for such purposes located in designated areas of NSAP, or any improper use of NSAP amenities.
- Carrying or displaying weapons of any kind except those carried by certified law enforcement officers in the performance of their duties.
- In order to consume alcoholic beverages, you must establish that you are at least 21 years of age. You must have a valid identification card issued by a state or governmental agency containing your photograph, date of birth, height, sex and color of eyes.
- NSAP is unable to accept forms of identification that are expired, cracked, altered, or damaged in any way.
- NSAP reserves the right to limit the quantity of alcoholic beverage to be provided based on general behavior of those drinking.
- Possessing or being under the influence of illegal drugs.
- Possessing any open container of alcohol or consuming alcohol anywhere except in the license business to sell alcoholic beverages.
- No smoking or vaping of any kind, including e-cigarettes.

CONSIDERATIONS, I STATE AND AGREE THAT:IN RETURN FOR THE USE OF THE FACILITIES

AND/OR ANY OTHER I am aware that I am participating in an activity (herein after referred to as (“Trampoline, Adventure Course, and, Ropes Course.”) that is physically and mentally strenuous, involving possible risk of injury from tripping or falling on playing arena or adventure course structure and its environments. I certify to the operator that I am in good health and do not suffer from a heart condition or any other ailment, which could be exacerbated by exertion involved in playing on the following attraction (Trampoline, Adventure Course, and, Ropes Course.) Despite these and other risks, and fully understanding those risks, I warrant to the operator that I wish to play (Trampoline, Adventure Course, and Ropes Course.) and assume total responsibility for any risk or injury while participating in the game. I undertake to play (Trampoline, Adventure Course, and, Ropes Course) only in accordance with the safety instructions, rules and guidelines which the operator lays out and which I hereby for acknowledge as having read and understood. I am aware that the operator does not warrant the condition of safety of equipment, facilities or premises, natural and constructed, or the availability of emergency medical care, connected with No Surrender Unlimited. I hereby for myself, here is, executive administrators, successors and assignees, RELEASE REMISE and FOREVER DISCHARGE from any claims and liabilities whatsoever that I might have against the operator, staff and the owners of the property upon which the No Surrender Adventure Park activities are played and against all liabilities, actions, claims, cost, (including legal and medical cost), damages and suits arising out of, connected with, or resulting from my playing at No Surrender Unlimited. I also grant permission to the operator and its agents to use my image(s) in connection with any photographic or recorded video reproduction of the event in whole or in part. I acknowledge that the forgoing waiver is intended to be as broad and inclusive as is permitted by the law of the state of California, and that if any portion thereof is held to be invalid, the balance shall, nevertheless continue in full force and effect.

I HEREBY CERTIFY: A:) That I am at least 18 years of age and in good mental and physical health. If I am under the age of 18, I will have a parent's or guardian's signature giving permission for me to participate in all activities at no No Surrender Unlimited B:) that I have read and understood this waiver in its entirety, that I have executed same of my own free will and without duress, that I recognize the document as legal and binding, and that I agree to this waiver/consent form being in force.

(Participant) Name: _____ Date: _____

(Adult/Parent/Guardian)Name: _____

Signature: _____