

SKY ZONE AUSTRALIA DODGEBALL TOURNAMENT TERMS & CONDITIONS

PARTICIPATION

1. This competition (the "**PROMOTION**") is conducted by Sky Zone Australia Ltd ABN: 46393215423 of 90 Nicholson St Abbotsford (the "**PROMOTER**").
2. The Promotion is a game of skill, and chance plays no part in determining the winners.
3. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion and registering a team, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion, to take the Prize if they are a winner and adhere to these terms and conditions.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
5. The Promotion is only open to eligible entrants (the "**ENTRANTS**"), being individuals who are:
 - a) permanent residents of Australia; and
 - b) paid the dodgeball season fee of \$75 per week per team; and
 - c) over the age of 18
6. Entry to the Promotion commences during three different stages during dodgeball season (the "**PROMOTION PERIODS**") which fall between the following dates:
 - a. Season 1 starts at 09:00hrs on 22 September 2015 and closes at 23:59hrs on 24 November, 2015
 - b. Season 2 starts at 09:00hrs on 24 February 2016 and closes at 23:59hrs on 4 May, 2016
 - c. Season 3 starts at 09:00hrs on 1 June, 2016 and closes at 23:59hrs on 3 August, 2016
 - d. Semi Finals starts at 09:00hrs and closes 23:59hrs on August 10, 2016.
 - e. Grand Finals starts at 09:00hrs and closes 23:59hrs on August 17, 2016.

All times and dates are on Sydney time, which may be AEST or AEDT depending on the date. All times are stated using the 24 hour clock. 00:00hrs is the start of a day and 24:00hrs is the end of a day.

ENTRY

7. To enter the Promotion, during the Promotion Periods, Entrants must:
 - a. Register their dodgeball team of no more than five online at skyzone.com.au/dodgeball or at their local Sky Zone venue to compete in Sky Zone Dodgeball and the Ultimate Dodgeball Championship by filling in all of the required data fields on the registration form; and
 - b. Paid the registration fee of \$75 per week per team; and
 - c. Complete in their local Sky Zone dodgeball season and win first place in one or more dodgeball seasons to qualify for semifinals.
 - d. Compete in their local Sky Zone's dodgeball qualifier competition (semi finals) to become one of five finalist teams of five for the Sky Zone Australia national final dodgeball tournament.
 - e. Compete for first place in the Sky Zone Australia national final dodgeball tournament in a round robin to win a trip to Las Vegas to compete in the Ultimate Dodgeball Championship, U.S.A.

- f. Registered teams must play the complete Australian tournament to be eligible for the Grand Final Prize.
8. Each Entrant's entry must not be one or more of the following otherwise they will be disqualified:
 - a) late;
 - b) delayed;
 - c) unlawful;
 - d) obscene;
 - e) defamatory;
 - f) libellous;
 - g) threatening;
 - h) pornographic;
 - i) hateful;
 - j) racially or ethnically offensive;
 - k) capable of encouraging conduct that would be considered a criminal offence;
 - l) capable of violating any law; and/or
 - m) capable of giving rise to civil liability.
9. Entry requires a registration fee of \$750 for the dodgeball season or weekly instalments of \$75 per team. Costs associated with signing up for dodgeball at SKY ZONE are the responsibility of the person seeking access.
10. Entrants must ensure that their registration forms are received by the Promoter during the Promotion Period. The Promoter takes no responsibility for late, lost or misdirected entries.
11. Should an Entrant's contact details or their parent and/or guardian's contact details change at any time between the date that they enter the Promotion and the close date of the Promotion, that Entrant must notify the Promoter of their correct contact details immediately.
12. All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within 7 days of being asked, at the Promoter's cost:
 - a) Allow the Promoter to inspect and copy any other documents the Promoter may request establishing eligibility to enter or win, including but not limited to evidence of age, residence and/or identity.
13. The Promoter can decide in its sole discretion which technique is considered suitable for establishing eligibility to enter or win. In the event that a Winner cannot travel on 17 August 2016 to the national finals in Sydney and 13 to 19 October 2016 to the Ultimate Dodgeball Championship in Las Vegas, U.S.A, that Winner will forfeit their prize in whole and no substitute will be offered.
14. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
15. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
or
 - b) fails to produce items as required by Condition 13

- c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
- d) has submitted an entry that is not in accordance with these Terms and Conditions.

WINNERS

16. There will be 5 semi final team winners (the “**LOCAL QUALIFIER WINNERS**”) and 1 Grand Final prize team winner (the “**GRAND FINAL PRIZE WINNER**”) of this Promotion determined from all entries received during the Promotion Period.
17. The Local Qualifier Winners; and Grand Final Prize Winner; is referred to together in these Terms and Conditions as the “**WINNERS**”. The Local Qualifier Winners; and Grand Final Prize Winner; is referred to together in these Terms and Conditions as the “**PRIZES**”.
18. The Winners will be the Entrants who, in the sole opinion of the umpires, have most skillfully and fairly competed and adhered to dodgeball tournament rules. Tournament rules include competing in draft placements to win points. The teams with the most points at the end of the season will compete in the local qualifier at each venue concurrently. The winners will be determined at the conclusion of Season 1, Season 2 and Season 3 and will play in the semifinals local qualifier on 10 August, 2016 (the “**FIRST DETERMINATION DATE**”) and the Grand Final Winner; will be determined on 17 August 2016 (the “**DETERMINATION DATE**”) by the Promoter’s umpires.
19. The Promoter’s decisions are final and no correspondence will be entered into. The Promoter has complete discretion to recognise performance and effort demonstrated by Entrants in any way they see fit.
20. Sky Zone Macgregor winners will be flown to Sydney to compete in the Grand Final. Sky Zone Belconnen winners will be driven to Sydney to compete in the Grand Final. Flights, transport and accommodation will be provided by the Promoter’s nominated hotel and airline. Transfers are not included. Any accommodation provided will be for one night only on 17 August 2016 and flights will be arranged at a time determined by the Promoter. Flights and accommodation are non-transferable for cash and times are non-negotiable.
21. The Grand Final Prize Winner will be notified on the Determination Date. The dodgeball team qualifier winners will be notified on the First Determination Date and notified within 7 days regarding their travel arrangements.
22. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if any Prize is forfeited for any reason, the Prize will be awarded to another Entrant in an unclaimed prize determination (the “**UNCLAIMED PRIZE DETERMINATION**”) on the Determination date by the Promoter. The winner/s of the Unclaimed Prize Determination (also “**WINNER/S**”) will be notified by e-mail within 7 days of the Unclaimed Prize Determination.

PRIZES

23. The Grand Final Prize Winner will win the following prize (the “**MAJOR PRIZE**”) which includes:
 1. International return flights from Australia to U.S.A (Las Vegas) for a team of no more than five people (five return flights only).
 2. Accommodation in Las Vegas for no more than four nights.
 3. Entry fee to compete in the Ultimate Dodgeball Championship

THE TOTAL MAJOR POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$8,000.00

24. The Major Prize is valid at a venue specified in condition 29.
25. The Major Prize does not include transport to/from the venue.
26. The Major Prize winners must organise their own Visa Waivers.
27. Major Prize is non-transferable or redeemable for cash.
28. The SEASON PRIZE is \$1000 for the team that wins first place during any one of the three dodgeball seasons in their Sky Zone venue, as per the dates in condition 6.
29. Prize redemption must take place at one of the following Sky Zone locations: Sky Zone Belconnen Westfield Belconnen, Benjamin Way, Belconnen, Canberra, 2617 and; Sky Zone Macgregor 544, Kessels Road, Macgregor, Brisbane, 4109 and; Sky Zone Alexandria 75, O'Riordan Street, Alexandria, Sydney, 2015

THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$15,000.00

30. All Prize values are correct as at 1 September 2015 and are reflective of the Recommended Retail Price and are in Australian Dollars. The Promoter takes no responsibility for any variations in the Prize values.
31. If any Prize (or part of any Prize, if applicable) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter accepts no other liability or responsibility for any loss incurred by any Winner or any other party if any Prize (or part of any Prize, if applicable) is unavailable for any reason.
32. Prizes cannot be exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
33. The Prize can be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow a Winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing in its absolute discretion.
34. Winners are advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to the acceptance of the Prize.
35. Once any Prize has left the Promoter's/supplier's premises, the Promoter and its agencies and companies associated with the Promotion will not be responsible for any delay in delivery, loss or damage to the Prize.

GENERAL

36. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject to any direction given under State permit regulations.
37. The Grand Prize Final winner must adhere to Ultimate Dodgeball Championship rules, as express by Sky Zone LLC set herein (Appendix 1, Appendix 2 and Appendix 3).
38. To the full extent permitted by the law, the Promoter and its agencies and companies associated with the Promotion (the **"RELEVANT PARTIES"**) will not be liable for any loss, damage, claim, cost, expense or personal injury which is suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prizes, including: (i) any indirect, economic or consequential loss or loss of profits; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death.
39. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to bad weather, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, including to cancel, terminate, modify or suspend the Promotion subject to any direction given under the relevant State/Territory permit regulations.
40. The Winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The Winner must become acquainted with any such additional terms and conditions prior to taking the Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, nor for the breach of those conditions by any person.
41. Except for any liability which cannot be excluded by law, the Promoter:
 - a) is not responsible for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; and
 - b) is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of flight details.
42. These Terms and Conditions are governed by the laws of the State of New South Wales.
43. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified or amended.
44. All entries become the property of the Promoter.

PRIVACY

By signing this form, the entrant agrees to:

45. Give Sky Zone and all its subsidiary companies the irrevocable right to use my name, picture, portrait, or image in all forms of media and in all manners, including composite or distorted

- representation, for advertising, trade, or any other lawful purposes for the period indicated above; and
46. Waive any right to inspect or approve the finished still image and moving footage such as DVD or video footage, sound track or written copy that may be created by Sky Zone or the Photographer/Videographer or the eventual use to which it might be applied; and
 47. Release, discharge and save harmless the Photographer/Videographer his or her representatives, employees or any person or persons, or corporation, for whom he might be acting, including any firm publishing and/or distributing the finished product, in whole or in part, from and against any liability arising from the use of my name, picture, portrait or image; and
 48. Have read and understood this.

APPENDIX 1

Official Tournament Format – As of 5/20/15

1. Championship Tournament - Introduction.

A. Sky Zone, LLC (“Sky Zone”) is pleased to announce the 2015 Ultimate Dodgeball Championship (the “Regional and Championship Tournaments”) to be held October 15-18, 2015, at the Sky Zone Indoor Trampoline Park owned and operated by Skyzone LV2, LLC, located at 7440 Dean Martin Drive, Las Vegas, Nevada. The Official Tournament Format Rules set forth below (the “Format Rules”) govern the Championship Tournament, the Regional Tournament and each of the independent Local Qualifiers conducted at various Sky Zone Parks (approximately 70+ locations) throughout the United States, Australia Canada, and other nations that may be added at Sky Zone’s discretion (the “Local Qualifier(s)”). (The Championship Tournament, the Regional Tournament and the Local Qualifiers are collectively referred to as the “Tournaments.”) By signing and submitting the Registration Form, each Team and each Team Member agree to be bound by these Format Rules.

B. Participation in the Regional and Championship Tournaments is by invitation only. All qualified Local Qualifier winners (the “Local Champions”) will be invited to participate in the Regional Tournament based on the criteria set forth in these Format Rules. The “Final 8” Teams that advance to, and participate in, the Championship Tournament are entitled to a minimum prize of \$2,750 per Team. There will be no cash prize for winning a Local Qualifier or for participating in any Regional Tournament. (See the “Prizes” Section below for further information.) The odds of being invited to the Regional and Championship Tournaments will be impacted by the number of Teams participating in a Local Qualifier and the number of Local Champions that qualify for advancement.

C. Only those Team Members whose names are listed on the original Registration Form submitted to the Local Qualifier Host for the Local Qualifier are permitted to participate in the Regional and Championship Tournaments. No substitutes or additions are permitted. In addition, Team Members on a roster must have participated in at least one Local Qualifier game to be eligible for the Regional and Championship Tournaments.

D. The conduct of the Tournaments and the award of all prizes are subject to all applicable federal, state and local laws and regulations and are void where prohibited.

E. All decisions by Sky Zone with respect to the conduct of the Tournaments and the Matches played thereat are binding and conclusive upon all Teams, Team Members and Local Qualifier Hosts.

2. Regional Tournament Format.

A. All qualified Local Champions (See Section 4.B) will be eligible to advance, at their own expense, to the Regional Tournament. The Regional Tournament will consist of two rounds held over three days: a regional round robin and a corresponding regional single elimination playoff.

B. The composition of the Regional Tournament round robin brackets will be determined by the number of Local Champions that commit to attending and participating in the Regional Tournament. Regional brackets, and the Sky Zone Parks that fall within each bracket, will be pre-determined by Sky Zone.

C. Sky Zone reserves the right to adjust the bracketing amongst the Regional Tournament and to move Teams from one Regional Bracket to another Regional to balance the number of Teams in each Regional Bracket.

D. Teams participating in the Regional Tournament will be seeded following their round robin rounds into the corresponding single elimination playoff rounds. Seeding for the single elimination round for each Regional Bracket will be based on: (1) round robin Match winning percentages; (2) head-to-head results; (3) fewest number of Regional Tournament game losses; and (4) if necessary, a final tie-breaker of one, head-to-head game.

E. The top two Teams (i.e., each Regional Bracket winner and runner up) from each of the four Regional Brackets will be eligible to advance to the Championship Tournament. These top two Teams from each Regional Tournament will play one additional Match to determine seeding for the Championship Tournament.

F. There will be no cash prize for winning a Regional Tournament or for being awarded a bid to participate in the "Final 8" at the Championship Tournament.

G. A Match format consisting of the best two of three games will be used for all round robin rounds and all single elimination rounds for each Regional Tournament (except for the final 'Championship' Match of each Regional Bracket which will be best 3 of 5 and any necessary tie-breakers, which will be one game only).

3. Championship Tournament Format.

A. All qualified Regional Tournament Teams (the "Final 8") will be eligible to advance, at their own expense, to the Championship Tournament. The Championship Tournament will be held the same weekend and at the same location as the Regional Tournament. round.

B. The Championship Tournament will consist of one, single-elimination

C. The Final 8 Teams will be seeded 1 - 8 for the Championship Tournament, based on the following order of priority from the preliminary Regional Tournament play: (1) Regional Champions will be seeded 1-4; and

Regional Runner-Ups will be seeded 5-8; (2) Regional Match winning percentages (round robin and single elimination playoff); (3) fewest number of Regional Tournament game losses; and (4) if necessary, a final tie-breaker of one, head-to-head game.

D. The single elimination playoff round for the Championship Tournament will be scheduled as follows:

**Quarter-Final Round
(Team Seed Ranking)**

Match	Team
Match 1:	1 vs 8 (2 of 3)
Match 2:	4 vs 5 (2 of 3)
Match 3:	2 vs 7 (2 of 3)
Match 4:	3 vs 6 (2 of 3)

Semi-Final Round

Match 5: Winner of Match 1 plays Winner of Match 2 (2 of 3)

Match 6: Winner of Match 3 plays Winner of Match 4 (2 of 3)

Championship Game

Match 7: Winner of Match 5 plays Winner of Match 6
In the Championship Round to determine 1st and 2nd
placement (3 of 5)

E. All Championship Tournament Matches will be conducted pursuant to the Official 2015 Tournament Match Rules. (See Appendix 2.)

4. Local Qualifiers.

A. The Local Qualifiers are conducted at corporate Sky Zone Parks, as well as at independently owned and operated Sky Zone Parks (the "Local Qualifier Hosts") between September 8, 2015, and September 14, 2015 (unless otherwise approved in writing by Sky Zone).

B. Each Local Qualifier Host reserves the right to limit the number of Teams participating in the Local Qualifier; however, there must be a minimum of five Teams participating in a Local Qualifier for its winner to be considered eligible for advancement to the Regional Tournament.

C. All decisions by the Local Qualifier Host (subject to the approval of Sky Zone) with respect to the conduct of the Local Qualifier and the Matches played thereat are binding and conclusive upon all Teams and Team Members.

5. Local Qualifier Format.

A. Each Team is guaranteed at least four Matches. (All Matches are a best 2 of 3 game format, except for the final championship Match of the Local Qualifier, which will be a best 3 of 5).

B. Initial rounds are based on a round robin bracket method. (The exact format of the round robin depends upon how many Teams register and participate at each Local Qualifier.)

C. Seeding of the top 8 Teams (or top 4 if there are fewer than 8 teams in the tournament) for a single, elimination playoff bracket is determined by round robin play.

D. All Local Qualifier Matches, games, tie-breakers, etc. are governed by these Format Rules.

E. The Local Champion from each Local Qualifier is eligible, at its own expense, for advancement to the Regional Tournament. (See Section 5 for the details on eligibility for advancement to the Regional and Championship Tournaments.)

6. Eligibility.

A. Except where prohibited by law, participation in the Tournaments is open to all persons over the age of 16 who are legal residents of the nation in which any participating Sky Zone is located (the "Eligible Participants"). All Eligible Participants must provide proof of age and residency (pursuant to a valid, government issued, photo identification document, i.e., driver's license, passport, etc.). The parent or legal guardian of any participant under the age of 18 must sign a consent and waiver form, including a publicity and privacy release on behalf of the minor; and the parent or legal guardian of a participant under the age of 18 must be in attendance at all practice sessions and games at all Tournaments (as applicable), in which his or her minor child participates, unless Sky Zone and Tournament Host agree otherwise in writing. Any prize consideration payable on behalf of a minor Team Member will be paid to the parent or guardian of the minor for the benefit of the minor. The participation of any minor in any of the Tournaments and the award of any prize are subject to all applicable laws and regulations.

B. Eligible Participants may participate on only one Team. Each Team may enter only one Local Qualifier.

C. All Eligible Participants (and the parent and legal guardian of any Eligible Participant under the age of 18) must sign the Sky Zone Publicity and Liability Release Agreement. (See Appendix 3.)

D. All current employees or employees who at some time in the past were employed by a Sky Zone, any Sky Zone affiliate or any Local Qualifier Host are eligible to participate. However, no team may have more than one (1) individual defined as an employee under these terms.

7. How to Enter.

To participate in the Tournaments, you must comply with the following requirements:

A. All games/Matches have a 5 vs. 5 format. Up to eight Eligible Participants (the “Team Members”) may be on a roster. Teams may play with fewer Team Members, if necessary.

B. Each Team must pre-register with a Local Qualifier Host prior to that Tournament’s designated Registration Deadline. On the Tournament date, a Registration Form will be required that must identify the Team name; provide the name, address, telephone number, e-mail address and date of birth of each Team Member; and designate a Team captain. All Team Members must sign the Registration Form. Each Team Member needs to provide proof of age and residency prior to participating.

C. Each Team must pay a registration fee of \$99 (plus the cost of mandatory SkySocks for each Team Member and tax where applicable) unless otherwise sponsored. The registration fee is not refundable, except in the event that the Local Qualifier is cancelled. There are no other fees charged with respect to the Tournaments.

D. By signing the Registration Form, each Team Member agrees to be jointly and severally responsible for all activities of the Team in connection with the Tournaments, and each Team Member agrees to be bound by these Format Rules.

8. Team Member and Team Responsibilities.

A. Each Team must appoint a Team Captain (as designated on the Registration Form), who is the sole contact liaison with Sky Zone and the Local Qualifier Host with respect to all matters pertaining to the Tournaments. All communications, representations, agreements and decisions by the Team Captain are binding on all Team Members.

B. Each Team must select a Team Name, as approved by the Local Qualifier Host. No Team may adopt a name or slogan that contains any offensive or objectionable words, slogans or images and/or that contains any commercial trademarks, trade names or slogans. Once an approved Team Name exists, it must remain consistent throughout all Local Qualifiers and Regional Tournaments, unless otherwise directed by the Local Qualifier Host or Sky Zone Tournament Coordinator. At the Championship Tournament, the original Team names will be substituted for local names (e.g., Sky Zone St. Louis vs. Sky Zone Sacramento), as determined by the Tournament Coordinator.

C.

(1) At the Local Qualifier and Regional Tournament, Teams are encouraged, but not required, to wear matching uniforms (e.g., jerseys/shirts, shorts, headbands, wristbands, arm sleeves, leggings, etc.) at their own expense. Team uniforms must be approved by The Local Qualifier Host and may not limit a Team Member’s safety in any way, as determined in the sole discretion of Tournament

Officials. At the Local Qualifier and Regional Tournament, a Team may wear uniforms and may have small banners or signs that bear the name and/or commercial symbol of any entity that is sponsoring the Team, subject to the following:

(a) Each of The Local Qualifier Host and Sky Zone approves of the sponsorship in its sole discretion (e.g., sponsors that represent products or services that are inconsistent or competitive with Sky Zone's business model and standards will not be approved); and

(b) The Team must provide Sky Zone with a written authorization and publicity release from the sponsor in a form approved by Sky Zone.

(2) All Teams participating in the Championship Tournament must provide, at the Team or the Team Members' sole expense, matching Team shorts/pants. Jerseys/shirts will be provided for the Final 8 at the Championship Tournament at Sky Zone's expense. Teams may permit their respective Team Members to wear additional apparel accessories that match or coordinate with the Team's shorts/pants, including headbands, wristbands, arm sleeves and leggings. No hats or belts are permitted. All apparel worn during the Championship Tournament must meet the following conditions:

(a) All apparel must be a solid color that matches all other Team apparel accessories (e.g., all Team apparel accessories must be the same color of blue, red, etc.); and

(b) No Team apparel accessory may display the name or logo of any sponsor, advertiser or other third party or any other text or graphic image.

(3) All Team Members must wear approved SkySocks (at Team Members' cost) during each game at any of the Tournaments (as applicable). No other socks, shoes, footwear or bare feet will be permitted.

(4) For the Regional and Championship Tournaments, Sky Zone will designate a banner space with grommet hooks at the end of each court in which games are played. Each Team at its option may display a Team banner at the designated banner space. All Team banners must be approved by Sky Zone and must be purchased through Sky Zone's approved, independent print company, N-Ovation Systems (Contact: Danny Lunow; e-mail: danny@n-ovations.com). Following the conclusion of the Local Qualifiers, Sky Zone will notify each Local Champion with the details and specifications for banners.

D. At all times throughout the Tournaments, all Team Members must conduct themselves in a professional, courteous and sportsmanlike manner.

E. Each registered Team must check in at the appropriate check-in time for all of the Tournaments (as applicable) unless Sky Zone or the Local Qualifier Host specifies another time, and must possess all necessary documentation (including all proof of age and residency documentation, parent/legal guardian consents, etc.).

F. Each Team must be fully assembled and prepared to play at the designated start time and location for each Match in which it is assigned to play.

G. Any Team not appearing at the designated start time of any scheduled Match is deemed to have forfeited the Match, 2 games to 0 (or 3 games to 0, where applicable), with a score of 1 to 0 for each game.

H. Each Team and its Team Members are solely responsible for all travel, lodging and incidental expenses associated with participation in any of the Tournaments.

I. Each Team Member acknowledges that cash prizes are awarded only in connection with the Championship Tournament; that other non-cash "Prize Packs" (such as Sky Zone passes, T-shirts and gift cards) may be awarded at Local Qualifiers in the Local Qualifier Host's discretion; and that it is the responsibility of each Team Member to determine the impact of that Team Member's participation in the Tournaments upon that Team Member's possible status as an amateur athlete in other sporting activities in which that Team Member may also be participating currently or in the future.

J. Each Team and each Team Member are required to provide truthful and accurate information regarding the Team and/or each Team Member. Sky Zone and each Local Qualifier Host reserve the right to disqualify any Team and/or Team Member upon the discovery that any Team or Team Member has provided any false or fraudulent information. Upon such disqualification, no Team or Team Member is entitled to receive any refund or prize, and any prizes, awards or cash previously given to any such disqualified Team or Team Member must be immediately returned.

K. Each Team and each Team Member acknowledge and agree that all Sky Zone Parks are tobacco, alcohol and drug free venues and that all Tournaments are tobacco, alcohol and drug free events. Each Team and each Team Member acknowledge and agree that there is a zero tolerance for alcohol and drugs and for offensive behavior, offensive language or violence of any type. Any Team Member who possesses alcohol or drugs at any Sky Zone Park or who participates in any Tournament activity under the influence of any alcohol or drug or who engages in any offensive behavior or language or violence of any type, including, without limitation, any abusive behavior towards any referee or Tournament Official, employee, player or spectator, as determined by Sky Zone or the Local Qualifier Host in its sole discretion, will result in the immediate disqualification of the Team from the Tournaments, and, in such case, neither the Team nor any Team Member will be entitled to receive any refund or prize. Sky Zone and each Local Qualifier Host reserve the right to impose a lesser penalty, including, without limitation, ejection or suspension of the offending Team Member from the Tournaments, forfeiture of a game(s) or Match(es), as determined in the sole discretion of Sky Zone or the Local Qualifier Host's Tournament Director. The authority of the Sky Zone or the Local Qualifier Host Tournament Director to take action under these Format Rules is not limited to the time in which a particular Match is underway, but applies to all time preceding the first Local Qualifier through the time of the award of the prizes at the Championship Tournament. All decisions of Sky Zone under these Format Rules are final and binding upon all Teams, Team Members and The Local Qualifier Hosts and are not subject to further appeal or challenge for any reason whatsoever.

9. Prizes.

A. There is no cash prize awarded to any Local Champion for winning a Local Qualifier or a Regional Tournament winner or runner-up. However, each Local Champion becomes eligible for invitation to one the Regional Tournament. The Final 8 Teams selected among the top eight Regional Tournament Teams that are invited to participate in the Championship Tournament will each receive a minimum prize of \$2,750.

B. Each Local Champion must notify Sky Zone and The Local Qualifier Host in writing within seven days following the conclusion of its corresponding Local Qualifier Tournament whether or not such Team accepts the bid to attend the Regional Tournament. The notice to Sky Zone and The Local Qualifier Host must contain the full roster of all eligible Team Members who will attend and other requested information (including, without limitation, copies of travel/flight receipts and itineraries), along with The Local Qualifier Host's certification that the submitted roster lists only those Team Members who were listed on the Team's original roster for the Local Qualifier. If any Local Champion that is invited to participate in the Regional Tournament fails within the seven-day period to notify Sky Zone and The Local Qualifier Host that it will attend the Regional Tournament, the bid to the Regional Tournament may be offered to that Local Qualifier Tournament's immediate runner up. If the runner up also declines the bid within an additional 48 hour period, past the initial seven day period, then the bid will automatically be revoked without further notice or any right for reconsideration. Such immediate runner up Team that participates in a Regional Tournament that advances to the Championship Tournament will be entitled to receive the applicable prize money awarded at the Championship Tournament.

C. The name of each Local Champion will be engraved on The Local Qualifier Host's Sky Zone Ultimate Dodgeball Championship Tournament trophy, which is housed in The Local Qualifier Host's trophy case or other similar display.

D. All Final 8 Teams that are eligible to participate; that are invited and accept a bid; and that actively participate in the Championship Tournament will be awarded a guaranteed cash prize as follows:

1 st place overall: \$20,000

2 nd place overall: \$10,000

3 rd place overall: \$4,500

4 th place overall: \$4,500

5 th place overall: \$2,750

6 th place overall: \$2,750

7 th place overall: \$2,750

8 th place overall: \$2,750

E. The cash prizes are subject to any withholdings required by law and will be mailed to each participating Team Member (or to his or her parent/legal guardian, if a minor) within two weeks following the conclusion of the Championship Tournament.

F. Prior to the issuance of any checks for any cash prize, each Team Member must submit all necessary forms and information to Sky Zone and/or the Local Qualifier Host, as requested, in order to issue the Team

Member an IRS Form 1099-MISC or other forms required by law. The failure of any Team Member to submit the requested information will result in a forfeiture of the prize for that Team Member.

G. Each cash prize is divided equally among the Team Members, as listed on the Team's Registration Form submitted to Sky Zone and/or the Local Qualifier Host in connection with the Regional and Championship Tournaments.

H. The Regional and Championship Tournaments are sponsored by Sky Zone, LLC, 1201 West 5th Street, Suite T-340, Los Angeles, California 90017. Each Local Qualifier is hosted by the respective Local Qualifier Host, as identified on Appendix 2.

I. Each Team entering a Local Qualifier is guaranteed to play four Matches in its bracket. The bracket winners/qualifiers will play additional Matches in single elimination format.

J. The odds of winning any prize are dependent upon the total number of Teams that enter all Local Qualifiers in the aggregate. If, for example, 12 Teams enter each of 40 Local Qualifiers, the odds of winning a cash prize would be 8 out of 480. Since the number of Local Qualifiers and participating Teams is not known at this time, Sky Zone cannot estimate with accuracy the precise odds of winning. The number of games and Matches that a Team would be required to win in order to qualify to participate in the Championship Tournament and, hence, be eligible to receive a cash prize depends upon the number of Teams participating in the Local Qualifier and the Regional Tournaments in which each such Team participates. Other than the initial entry fee paid by each Team (and the requirement to purchase SkySocks), there are no other fees or charges that are required to be paid to claim any prize.

K. All Team Members are solely responsible for their own travel, lodging and incidental expenses associated with participation in the Tournaments.

L. Upon any written request, Sky Zone will send to any interested party, the names of the winners of the Tournaments.

10. Dispute Resolution.

A. Each Team and each Team Member agree that any and all disputes or claims that arise out of the participation by a Team or a Team Member in any of the Tournaments, including, without limitation, any claims for personal injury or damage to property, rights of privacy, rights to use the name and likeness of an individual and claims to prizes, must be submitted to arbitration pursuant to the Rules of the American Arbitration Association. The venue of any such arbitration proceeding will be conducted solely in Los Angeles County, California.

B. The parties agree that the aforementioned arbitration provisions are the exclusive tribunal and procedures for resolving all disputes and claims among the parties.

11. Rule Amendments.

Sky Zone reserves the right to amend these Format Rules, as determined in its reasonable discretion. Any amended Format Rules will be posted on Facebook.com/ultimatedodgeball and/or www.udodgeball.com.

12. Tournament Status and Cancellation.

A. All Tournaments are subject to all applicable laws and are void where prohibited by law.

B. In the event any Local Qualifier is cancelled for any reason, or in the event any Regional Tournament or the Championship Tournament is cancelled (but only with respect to a Team that participates in the Regional and Championship Tournaments), a Team and its Team Members' sole joint remedy is to receive a refund of their initial registration fee.

APPENDIX 2: Match Rules Subject to Change; Updated 5/20/2015

The following rules govern all Local Qualifiers, as well as the final Championship Tournament, for the UDC (Ultimate Dodgeball Championship).

Roster:

A. Each Team must provide a Team Roster (including names, contact information, telephone number, e-mail address, date of birth and signature) of up to 8 eligible Team Members prior to the first game of the qualifying Local Tournament. Each Team Member must provide a government issued, photo identification, verifying a minimum age of 16 years and residency in the country in which the participating Sky Zone is located. To participate in any Local Qualifier or Regional/Championship Tournament, each Team Member must sign any and all release agreements/waivers required by Sky Zone and each independent Sky Zone Indoor Trampoline Park.

B. Only Team Members from this submitted Team Roster may participate in the qualifying Local Qualifier, as well as in the Regional & Championship Tournament (should the Team qualify). Each team may participate in one, and only one, Local Qualifier and each participant may participate on one, and only one, team.

C. If a Team qualifies for the Regional Tournament, prior to the first game, each Team Member must provide a government issued, photo identification, verifying minimum age of 16 years and residency in the country in which the participating Sky Zone local qualifier is located. The Team Roster must match the Team Roster

submitted for their qualifying Local Tournament. Those individuals that do not match the original Team Roster cannot participate. In this case, if a Team has less than 5 Team Members, the Team will play “short.” To participate in the Regional Tournament, each Team Member must sign any and all release agreements/waivers required by Sky Zone and each independent Sky Zone Indoor Trampoline Park.

Games/Match:

A. Each match consists of the best 2 of 3 games (except for the final championship matches of the single elimination playoff brackets during the Local Qualifier, and Regional & Championship Tournaments, which will be the best 3 of 5 games per match).

B. Each Team may start each game with 5 Team Members on the court (teams may have up to 8 on a roster). If they have less than 5 players on their roster, the team will “play short.” Any additional Team Members may rotate as substitutes, provided official is aware, on a first off/first on basis. If a Team Member chooses not to be in that games rotation, they must notify the official prior to that game starting. All Team members must start with heels against back pad. Each game lasts up to 3 minutes (ending early if all Team Members on a single Team are eliminated).

C. If the game is tied after 3 minutes, play restarts (players against their respective back wall, balls reset) with the same players left on the court at the end of regulation (no ‘sudden death’ substitutions, except in the case of injury in accordance with section H. under Misc. Violations). Sudden death play resumes until the next Team Member of either Team is eliminated. At the beginning of sudden death, each Team starts with 2 balls on their respective side of the court and 1 ball in the middle. The ball in the middle will be placed in the neutral zone in the center of the court (no rolling; use rubber band if necessary to hold in place). Play begins when the Official blows the whistle.

D. In a one on one scenario; if the last remaining Team Members from both sides are eliminated simultaneously (balls hit opposing Team Members at the same time), play continues sudden death with the last Team Members on the court until the next Team Member of either Team is eliminated. If balls are released simultaneously but both opposing Team Members are hit at different times, the Team Member hit first at the discretion of the Official will be considered out provided the ball becomes dead immediately thereafter. If the ball remains live (i.e. pops up in the air) the Team Member who catches the deflected ball is considered safe. If both Team Members are struck and both balls pop up and are then caught, both Team Members will remain safe and the game will continue.

E. The Official Scorekeeper/Statistician for each match keeps the official time.

F. The winning Team of each game is the Team with the last remaining Team Member on the court or the Team with the most Team Members left on the court at the conclusion of the game.

G. At the beginning of every game, each Team starts with 2 balls on their respective side of the court and 1 ball in the middle. The ball in the middle will be placed in the neutral zone in the center of the court (no rolling; use rubber band if necessary to hold in place). Play begins when the Official blows the whistle.

H. The object of the game is to throw the ball at the opposing Team and for it to have contact with one or more of the opponent's Team Members.

I. Team Member contacted by the ball on the fly is out of the game (provided the ball is not caught before it becomes dead).

J. Once the ball makes contact with any part of the court or building, the ball is dead.

K. If the ball is caught on the fly by the opposing Team, the Team Member throwing the ball is out of the game, and any Team Member that came into contact with the ball prior to the catch remains in the game.

L. Catch-ins will be in effect. In order to be an approved catch, it must be caught using body parts only; no assisted help from clothing, at the sole discretion of the official, can be used to secure a catch (ex. shirts, shorts, etc.). If a catch is made using assistance from clothing then that player will be ruled out. If a ball is caught by a Team Member, not only is the Team Member who threw the ball out, but a Team Member of the Team that caught the ball may come in (if there are currently less than 5 Team Members on the court for that Team). The incoming Team Member may walk down the side pad closest to their entry point, protected against being hit until they enter the trampoline. The incoming player may remain on the side pad, protected, for no more than 5 seconds as they enter the court. If a player does not enter the court in a timely manner, they risk becoming 'fair game' before entering the trampoline, at the official's discretion. If the incoming player breaks the plain of the entrance pad, that player is deemed live and becomes 'fair game'.

M. If a Team Member attempts to block a ball with a held ball and drops the held ball, that Team Member will be ruled out. If a Team Member blocks a shot, does not drop the ball he/she is blocking with, but deflects the incoming shot into him/herself and/or another teammate, then he/she and/or the teammate will be ruled out. Likewise, if the incoming shot is deflected and then caught by a teammate prior to it becoming dead, then the person who threw the ball will be ruled out.

N. If two (or more) balls are thrown by opposing players and they collide, all balls involved in the collision will be ruled dead on contact. If two (or more) balls are thrown by teammates and they collide before crossing center court, they will be ruled dead. However, if they collide once they are across mid court, they will remain live balls until caught or hitting an opposing player or the court.

O. If a ball hits a player on the opposing team and then deflects (while live) back across the court to the original team's side that threw the ball, the ball will be ruled dead once/if it crosses back into the throwing team's zone. Any player/players hit in this instance prior to the ball becoming dead by deflecting back into the throwing team's zone will be considered out.

P. Once a Team Member is knocked out, that Team Member must immediately leave the court and stand in each Team's designated "out" area (off the court, generally on the viewing platform or deck). When a player leaves the court they should cup their ears and walk off quickly so as to not interfere with the play. Should a player, at the discretion of the official, interfere with the play when walking off the court (waving arms, intentionally taking their time, picking up a ball and throwing it, etc), play may be blown dead and the captain of the team that was interfered with may select one player on the interfering team to be ruled out and be removed from the court.

Q. If a player walking off the court is unintentionally hit with a ball, then the ball will be ruled dead at the discretion of the official.

R. Any Team Member leaving the playing area to retrieve a ball thrown outside the regulation playing court will be deemed out. Officials will retrieve the ball and place it in the "neutral" zone. If a ball does leave the court during play and the official needs to put a new ball into play, it should be rolled neutrally down the center pad/trampoline by the official.

S. The "neutral" zone is the tumble track/pads that divide the playing court in half. A Team Member may go/step into/on this area to retrieve a ball, but may not throw the ball from/in this area (in which case they will be ruled out). However, if their foot slips under the pads before, during or after a throw they will not be ruled out. A Team Member will be ruled out by the Official if the Team Member crosses over into the other Team's zone for any reason, including to retrieve a ball, or if the Team Member is hit with a ball while in the "neutral" zone. If momentum takes a player who is throwing a ball on to the neutral zone pads AFTER the throw has been released, they will not be ruled out UNLESS momentum causes them to break the plane into the other team's zone.

T. There are no time outs during the game/match. Only the Official can call a time out, signified by a double blow of the whistle.

U. Those Team Members wearing glasses must either remove the glasses or play with safety goggles on top of the glasses (unless the specific type of glasses have been deemed 'acceptable' by the official and/or tournament coordinator). All uniforms, footwear (SkySocks) and other equipment must be approved by the Official prior to the start of the match.

V. No gloves may be used by participants during the Ultimate Dodgeball Championship, or any of the affiliated Local Qualifier Tournaments. Athletic tape is permitted; adhesive must be skin-side down.

Misc. Violations:

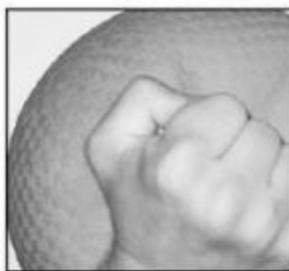
A. Players must attempt to keep the game moving. Holding the ball for excessive periods of time will not be permitted. This will be at the discretion of the official. If the official determines play is not moving and a team

or teams are stalling, a warning will be called which will initiate an immediate 3-second count. If the offending player does not release the ball within the 3-second count, the offending player will be ruled out. Delay of game may also be called if players on one side are passing/throwing the ball back and forth without engaging the opposing team [MAY BE SUBJECT TO CHANGE PRIOR TO TOURNAMENTS]

B. Delay of game may also be called at the discretion of the official if a player stands on the back pad, adjacent to the back wall, for any period of time longer than it takes to pick up, throw, catch, block or avoid a ball. Players must attempt to keep the game moving at all times and risk being ruled out if a delay of game violation is called.

C. Suicides are never allowed.

D. "Pinching" or "crushing" the ball will not be permitted while throwing. One warning per match per team may be given by the official, and any player who violates a pinch or crush after the team warning will be ruled out at the official's discretion. The following diagram demonstrates what a typical 'pinch' or 'crush' looks like.



E. Headshots are not encouraged, but are allowed as an acceptable "hit."

F. Kicking a dodgeball across the court will not be permitted as an allowed 'shot.' If any participant kicks a ball across the court and the kicked ball hits anyone on the opposing team, they will not be ruled out. If a participant repeatedly kicks the ball across the court after a warning, the official may eject the offending participant from the game.

G. Substitutions will be allowed due to an injury on the court (following a "significant" injury identified by the official that requires a stoppage in play signaled by official's double blow of the whistle). In the event of a player "subbing" out, that player becomes inactive for the remainder of the tournament. The player who subs in for an injured participant, must be the next available player in line to enter the game. In the event a team has no available subs and an injured participant is not able to continue, the team will play short. An injured player can choose to rule himself /herself out and choose not to bring a sub in, causing him/her to remain active/eligible for the duration of the tournament.

Master Rule

A. If a play or situation should occur for which there is no written rule or basis for ruling by the official, then it will generally be assumed that the play didn't happen, at the official's discretion, and play will be blown dead and reset. Excessive and/or vulgar arguments or language or any other unsportsmanlike conduct (from inactive AND/OR active players) will not be tolerated and will be grounds for the following penalties, as determined at the discretion of the Official and Tournament Director:

1. Verbal warning
2. Forfeiture of the current game
3. Forfeiture of the current match
4. Disqualification of the Team from the Tournament.

Certain conduct (such as physical contact with a Team Member of another Team or with any spectator, Official or Tournament employee; violence; threats; etc.) are grounds for the immediate, automatic disqualification of a Team from the Tournament, again at the discretion of the Official and Tournament Director. This policy is to be abided by both on tournament grounds and off. A disqualified Team forfeits all claims for any refund or for any prize. All Team Members of a disqualified Team must leave the premises immediately upon disqualification. Except for the disqualification of a Team from a Tournament, all calls and decisions of the Official supervising the match, including, without limitation, all decisions to forfeit any game or match, are final and are not subject to appeal. A decision to disqualify a Team from the Tournament may be reviewed by the on-site Tournament Director. In such case, the decision of the Tournament Director is final.

APPENDIX 3: Sky Zone Publicity & Liability Release Agreement

In consideration for being allowed to participate in the 2015 Sky Zone Ultimate Dodgeball Local Qualifier Tournament to be hosted by _____ (the "Local Qualifier Host"), an independently owned and operated Sky Zone Trampoline Park, at its facilities located at _____, and in the "Regional Tournaments" and the "Championship Tournament" (if my Team qualifies and is invited to participate) hosted by Sky Zone, LLC ("Sky Zone Corporate"), in cooperation with Skyzone LV2, LLC ("Sky Zone Las Vegas") at its separately owned and operated Sky Zone Trampoline Park located at 7440 Dean Martin Drive, Las Vegas, Nevada (For purposes of this Agreement, the Local Qualifier, the Regional Tournaments and the Championship Tournament are collectively referred to as the "Tournaments."), I release and agree not to sue Sky Zone Corporate, Sky Zone Las Vegas, Local Qualifier Host, Sky Zone Franchise Group, LLC

and each of their respective affiliated companies and franchisees and all employees, subcontractors, sponsors and agents of each such company (collectively, the "Releasees"), from all present and future claims that may be made by me or my family, estate, heirs or assigns for property damage, personal injury or wrongful death arising as a result of my participation in any of the Tournaments and all activities related thereto, wherever, whenever or however the same may occur, even if caused by any Releasee's ordinary negligence. I understand and agree that none of the Releasees is responsible for any injury or property damage arising out of the Tournaments. I understand that participation in the Tournaments involves certain risks, including, without limitation, serious injury or death. I am voluntarily participating in the Tournaments with knowledge of the danger involved, and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the Releasees for all claims arising out of my participation in the Tournaments and all related activities, including, without limitation, first aid and/or other medical treatment.

I acknowledge that my participation in the Tournaments or other trampoline games or activities, or a bungee trampoline activity, 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.

I acknowledge and understand that these risks also include, without limitation, the negligence of other participants or myself; and injuries, including, without limitation, rope burn, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers, broken or chipped teeth, a broken nose and serious injuries to the head, back or neck that can cause paralysis, or even death. I acknowledge and understand that trampoline usage exposes me to the usual risk of cuts and bruises and to other more serious risks, as well. I acknowledge that I may be hit by a ball thrown at high speed; that I may fall off equipment; that I may sprain or break my wrists, ankles, arms, legs or jaw; and that I can suffer more serious injuries, as well. I acknowledge that traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. I acknowledge that I and other participants may often fall on each other, resulting in broken bones and other serious injuries. I acknowledge that double bouncing, more than one person per trampoline, and participating in trampoline-based dodgeball can create a rebound effect, causing serious injury. I understand that there are no size or ability limits on the participants in the Tournaments and that I will be competing against/with many participants who are large, strong and athletic persons. I acknowledge that flipping, running and bouncing off the walls are dangerous and can cause serious injury and must be done at my own risk. I acknowledge and agree that in any event, if I am injured, I may require medical assistance, at my own expense.

Furthermore, I acknowledge that Releasees' employees have difficult jobs to perform; that they seek safety, but they are not infallible; they might be unaware of my health or abilities; they may give me incomplete warnings or instructions; and that the equipment I am using might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

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

I acknowledge that the Local Qualifier is conducted solely by the independent Local Qualifier Host and that neither Sky Zone Corporate, Sky Zone Franchise Group, LLC nor any of their affiliated companies has any responsibility for the conduct of the Local Qualifier or any claims related thereto.

I agree to abide by all of the Tournament Rules, which I acknowledge are available for my review at the Sky Zone website: www.udodgeball.com.

I certify that all information I submit in connection with the Tournaments is true and accurate; and that submission of any false or inaccurate information is grounds for disqualification for my Team and myself.

I further agree that if I become entitled to any cash prize, as a result of my participation in the Tournaments, as a pre-condition to receipt of any prize, I will provide all requested information to comply with applicable taxes and related laws and that if I fail to provide the requested information, my prize will be forfeited. I also agree that, if required by law, any tax withholding will be made by Sky Zone Corporate. I acknowledge that there are cash and other valuable prizes that will be awarded in the Tournaments; that my participation may in some cases jeopardize my status as an amateur athlete; and that it is my sole responsibility to determine whether my participation in the Tournaments will impact any future activities to participate in amateur athletics.

I further acknowledge that I am responsible for all of my personal expenses, including, without limitation, any travel, lodging or incidental expenses related to my participation in the Tournaments and all tax liability associated with any prize I receive.

I agree to participate on only one Team, and I understand that a Team may enter only one Local Qualifier. I understand that the Tournaments will be photographed, videotaped and otherwise recorded. I also understand that there may be future television or other digital broadcasts of the Tournaments and related activities. I agree to let Sky Zone Corporate, Sky Zone Las Vegas, Local Qualifier Host and any of their affiliated companies or entities use my name, photo, likeness, video image, voice, demographic information and other information concerning me free of charge in any manner and for any purpose in any media now known or hereafter created.

I consent to the administration of first aid and other medical treatment in the event of injury or illness.

I understand that this Agreement is intended to be as broad and inclusive as permitted by law. I agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect. This Agreement is governed by California law.

I agree that any and all disputes or claims that arise out of my participation in the Tournaments, including, without limitation, any claims for personal injury or damage to property, rights of privacy, rights to use my name and likeness and claims to prizes, must be submitted to arbitration pursuant to the Rules of the American Arbitration Association and that the venue of any such arbitration proceeding will be conducted solely in Los Angeles County, California. I agree that the aforementioned arbitration provisions are the exclusive tribunal and procedures for resolving all disputes and claims among the parties.

I agree that if any legal action or arbitration proceeding is instituted relating to this Agreement or my participation in the Tournaments, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs and reasonable attorney's fees, as fixed by a court of competent jurisdiction; that the prevailing party will also be entitled to receive all expenses, costs and reasonable attorney's fees incurred in connection with the enforcement of any judgment entered; and that the right to recover postjudgment expenses, costs and attorney's fees will be severable, will survive any judgment and will not be deemed merged into such judgment.

I acknowledge that the winners of the Local Qualifiers will be invited to participate in one of four Regional Tournaments to be conducted in Las Vegas, Nevada and that the two top Teams from each of the Regional Tournaments will be eligible to participate in the Championship Tournament.

I understand that all current employees or employees who at some time in the past were employed by Sky Zone, any Local Qualifier Host, or Sky Zone affiliate, are eligible to participate. However, no team may have more than one (1) individual defined as an employee under these terms.

I also acknowledge that I am solely responsible for all of my travel-related expenses to participate in the Regional Tournament and the Championship Tournament (if my Team qualifies) and that only the eight Teams that participate in the Championship Tournament are eligible for a cash prize.

By signing this Agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by an arbitrator or a court of law to have waived my right to maintain a claim or lawsuit against any of the Releasees on the basis of any claim from which I have released them in this Agreement. I have had sufficient opportunity to read this entire Agreement. I have read and understood it, and I agree to be bound by its terms.

By: _____ (Participant's Signature)

Print Name: _____

Name of Participant's Team: _____

Date: _____

Date of Birth: _____

Address: _____

E-Mail Address: _____

Phone Number: _____

Cell Number: _____

Emergency Contact: _____

Emergency Phone: _____

Agreement of Parent or Legal Guardian of Participant In the 2015 Sky Zone Ultimate Dodgeball Tournaments, Including the Local Qualifier, the Regional Tournament and the Championship Tournament The undersigned Parent or Legal Guardian of the "Participant" identified above hereby agrees and represents as follows:

1. The undersigned is the parent or legal guardian of the Participant with the unconditional right to execute the above "Publicity and Liability Release Agreement" on behalf of the Participant; and the signature of no other parent or legal guardian is required;
2. The Participant is at least 16 years old; is in good health and physical condition; and is capable to compete against adults in the Tournaments;
3. The undersigned agrees to accompany and chaperone the Participant at all practice sessions, games and related activities at the Local Qualifier, the Regional Tournaments and the Championship Tournament (if applicable);
4. The undersigned agrees to indemnify, defend and hold all Releasees harmless from any and all claims asserted by or on behalf of the Participant and/or any other parent, legal guardian or other representative of the Participant purporting to have any rights to act on behalf of the Participant; and
5. The undersigned agrees that by signing this Agreement below, the undersigned binds both the Participant and the undersigned to all of the terms of this Agreement and the above Sky Zone Publicity and Liability Release Agreement.

By: _____

Print Name: _____

Parent or Legal Guardian of _____