



Sky Zone Fort Wayne
 401 Fernhill Ave
 Fort Wayne, IN 46805
 260.483.5867

Thank you for signing up for Sky Zone Monthly Memberships! We can't wait for you to experience all that Sky Zone has to offer.

Your membership(s) are only valid at the home park that the membership is purchased and are subject to a minimum commitment. After the initial term, your membership will auto-renew until cancelled. Please see full terms and conditions below.

Cardholder Details:

Cardholder Name		
Cardholder Email		
Address		
City	State	Zip

Member Details:

Please list the names of each person who is signing up for a membership. Each membership will be charged separately to the cardholder listed above:

Member Name	Member Date of Birth	Select Membership Type	
		<input type="checkbox"/> Basic <input type="checkbox"/> Elite	<input type="checkbox"/> Elite + <input type="checkbox"/> Parent Add-on
		<input type="checkbox"/> Basic <input type="checkbox"/> Elite	<input type="checkbox"/> Elite + <input type="checkbox"/> Parent Add-on
		<input type="checkbox"/> Basic <input type="checkbox"/> Elite	<input type="checkbox"/> Elite + <input type="checkbox"/> Parent Add-on
		<input type="checkbox"/> Basic <input type="checkbox"/> Elite	<input type="checkbox"/> Elite + <input type="checkbox"/> Parent Add-on

Initials _____

Membership Details:

	Basic	Elite	Elite+
Jump Time	90 minute jump daily (open jump hours only)	120 minute jump daily (open jump hours only)	Unlimited minute jump daily (open jump hours only)
Fuel Zone	\$1 fountain drink with any Fuel Zone purchase	\$1 fountain drink with any Fuel Zone purchase	Free fountain drink each visit Free snack each visit (value of snack not to exceed \$5)
Programs		Includes Unlimited Glow & Toddler Time Programming	Includes unlimited Glow & Toddler Time Programming Includes discounts to other programs and events
Party Discounts		Includes Party Discount of \$25/off	Includes Party Discount of 5 free friends with any party booked with a minimum of 10 total attendees
Merchandise Discounts		Includes merchandise discount of 10% (not including sky socks or party supplies) not available with or combined with any other offered or discounts	Includes Merchandise discount of 20% (not including SKY SOCKS socks or party supplies)
SkySocks		Free SKY SOCKS socks at time of membership sign up (1 pair of socks)	Free SKY SOCKS socks at time of membership sign up (1 pair of socks)
Parent Discounts	Parent Add-on Membership \$4.99	Parent Add-on Membership \$4.99	1 Free Parent Jump per visit

Agreement:

A. This Membership Agreement consists of provisions A through G below as well as the Additional Terms and Conditions (this “Agreement”) and governs your membership in the Sky Zone Membership Program that you have selected (the “**Program**”). Throughout this Agreement, we will refer to as “you” or “Member” and to us as “we” or “Sky Zone.” This Agreement is important and affects your legal rights, so please read it carefully. **Note that Section 14 of the Additional Terms and Conditions contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.**

B. **HOME PARK.** Sky Zone Fort Wayne>, d/b/a Three Lucky Pennies offers three options for a monthly membership. Please see the attached Membership Benefits page for more information about the various membership options. **MEMBERSHIPS ARE ONLY VALID AT THE SPECIFIC SKY ZONE LOCATION WHERE YOU PURCHASED THE MEMBERSHIP.**

C. **COMMITMENT.** Each Program membership requires a minimum **Six**-month commitment, **which will automatically renew on a month-to-month basis at the end of the Six-month commitment period, unless canceled in accordance with this Agreement.** The membership includes a 12-month price guarantee. All Program memberships are non-transferable, and prices are subject to change after 12 months, with 30-days prior notice.

D. **TERM.** The initial term of your Sky Zone membership in the Program begins on the **purchase date.** Thereafter your Program membership **will automatically renew and continue on a month-to-month basis until you expressly cancel it, or until we terminate it, in accordance with the Automatic Renewal Terms set forth below.**

E. **AUTO RENEWAL. BEFORE THE END OF THE INITIAL 6-MONTH MEMBERSHIP PERIOD, AND EACH MONTH THEREAFTER (UNLESS YOU CANCEL YOUR MEMBERSHIP AT LEAST 72 HOURS BEFORE YOUR NEXT BILLING DATE IN THE MANNER INDICATED BELOW), WE WILL AUTOMATICALLY RENEW YOUR MEMBERSHIP FOR ANOTHER MONTH BY CHARGING THE MEMBERSHIP PRICE IN EFFECT AT THE TIME OF RENEWAL TO YOUR PAYMENT METHOD ON FILE. WE WILL SEND YOU A RECEIPT AFTER PROCESSING EACH PAYMENT. IF YOU DO NOT WANT TO AUTO-RENEW FOR ANOTHER MONTH, YOU CAN CANCEL YOUR SUBSCRIPTION AT ANY TIME BY ONE OF THE FOLLOWING METHODS:**

- a. **WRITING TO US AT THE MAILING ADDRESS ON THE TOP RIGHT CORNER OF THIS AGREEMENT WITH A CLEAR INDICATION OF YOUR DESIRE TO CANCEL YOUR MEMBERSHIP.**
- b. **EMAILING US AT fortwayne@skyzone.com WITH A CLEAR INDICATION OF YOUR DESIRE TO CANCEL YOUR MEMBERSHIP.**
- c. **CONTACTING US IN PARK OR BY PHONE REQUESTING A CANCELLATION.**

F. **FREE TRIALS.** From time to time, Sky Zone may offer free trials of certain subscriptions for specified periods. If we offer you a free trial, we will provide to you the specific terms of the free trial in the marketing materials describing the particular trial or at registration. **Free trials are limited to one (1) per household.**



ONCE YOUR FREE TRIAL ENDS, WE (OR OUR THIRD-PARTY PAYMENT PROCESSOR) WILL BEGIN BILLING YOUR DESIGNATED PAYMENT METHOD ON A RECURRING BASIS FOR YOUR SUBSCRIPTION (PLUS ANY APPLICABLE TAXES AND OTHER CHARGES) FOR AS LONG AS YOUR SUBSCRIPTION CONTINUES, UNLESS YOU CANCEL YOUR SUBSCRIPTION PRIOR TO THE END OF YOUR FREE TRIAL. INSTRUCTIONS FOR CANCELING YOUR SUBSCRIPTION ARE DESCRIBED ABOVE. PLEASE NOTE THAT YOU WILL NOT RECEIVE A NOTICE FROM US THAT YOUR FREE TRIAL HAS ENDED OR THAT THE PAID PORTION OF YOUR SUBSCRIPTION HAS BEGUN. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE TRIALS AT ANY TIME, WITHOUT NOTICE AND IN OUR SOLE DISCRETION.

G. **AGREEMENT.** By signing this Agreement, you represent, or acknowledge and agree (as the case may be), that:

- (i) you have the authority to bind all of the members listed above to this Agreement;
- (ii) all members listed above will be regarded as active members until you cancel each member, in accordance with the cancelation terms stated below. **NOTE: you must identify each member whose membership you want to cancel; Sky Zone will NOT automatically cancel all listed members;**
- (iii) you will promptly notify Sky Zone of any change in your account information;
- (iv) you are an authorized user of the credit card used to purchase this membership, and you will not dispute the scheduled transactions with your bank or credit card company so long as the amounts charged are in accordance with the terms and conditions of this Agreement;
- (v) you understand that Sky Zone will not charge you a fee for authorizing recurring payments, but that your financial institution may charge you a fee for accepting and processing electronic debit transactions;
- (vi) you understand that you have the right to cancel this Agreement within three (3) business days of the date first written above to receive a full refund of any pre-paid, but unused fees. Refunds will be processed within thirty Operating Days of receipt of the cancellation notice by Sky Zone. "Operating Day" means any day on which patrons may inspect and use the facilities and services of the Sky Zone park that issued your Program membership.

Cardholder

Signature

Date

ADDITIONAL TERMS AND CONDITIONS

1. **DURATION OF MEMBERSHIP:** All memberships have a minimum commitment of three (3) months from the Start Date (or if no Start Date is specified, then the date of this Agreement). After the 3-month period, Sky Zone will continue to bill you, until you cancel membership in accordance with the cancellation procedure specified above, or unless Sky Zone terminates this Agreement, at its sole option. If you would like to cancel during the initial 3-month term after the initial 72-hour period, you will be charged the remaining balance of your 3-month membership. Payments are nonrefundable and there are no refunds or credits for partially used periods. However, you will continue to have access to the Sky Zone park associated with your Membership through the end of the initial 3-month period.

2. **ELIGIBILITY AND CONDITIONS:** Each Member must have a photograph of him/herself associated with his/her liability waiver on file with Sky Zone, for identification purposes. Liability waivers are valid one (1) year from signing, therefore to remain an active Member you must update your liability waiver every year. Also, to remain active, you must update your photo in accordance with procedures specified by Sky Zone from time to time. At this time, persons 18 years of age and older must replace their photos every ten (10) years, and persons under the age of 18 must replace their photos every three (3) years. Sky Zone reserves the right to request additional forms of identification verification. All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a Member's compliance with this Agreement will be resolved by Sky Zone in its sole discretion.

3. **TERMINATION:** Sky Zone reserves the right to cancel, suspend or revoke any membership or deny park admission to any Members at any time for any reason. Cancellation, suspension or revocation of park privileges under the Program due to your violation of Sky Zone policies or rules, may, at Sky Zone's sole discretion, result in you being barred from visiting any and all other Sky Zone locations without any refund of prepaid fees.

4. **UPGRADES:** A Member wishing to upgrade his/her membership must choose a membership of equal or greater value than the original Park membership, and the difference in prices shall be due on the day of the upgrade. Each guest wishing to upgrade his/her ticket to a membership must be present at the time of the upgrade transaction and request the upgrade on the same day of purchase. Downgrades are not allowed during the initial 3-month period. You can downgrade your membership after the initial 3-month period, which shall be effective on the next billing period.

5. **ADDRESS CHANGE:** You must promptly report to Sky Zone in writing a change in your address. Changes can be made only by updating your information at the park or by phone.

6. **PRIVACY:** Please review Sky Zone's Privacy Policy, which may be found here: <https://www.skyzone.com/terms> for information about how we collect, use and disclose information about you as part of the Program. By enrolling in the Program, you acknowledge that you have read Sky Zone's Privacy Policy as well as the Privacy Policy.

7. **CERTAIN LIMITS AND RESTRICTIONS:** **60/90/120** Jump time included in your Program membership cannot be combined with any other offers, deals, discounts, or promotions, and each **60 or 120-min** jump is for a consecutive **60 or 120-mins** of jumping. Jump times may be walk-in only if the particular park in question allows it. You must purchase additional jump time at regular prices. Unless otherwise expressly specified, membership does not include

private events (including birthday parties, team parties, corporate events, group events) or events that require separate admission, or programs such as GLOW, Lock-ins or special TODDLER TIMES. Membership does not guarantee admission, especially during high attendance or other closure periods. Memberships are nonrefundable, nontransferable and remain the property of Sky Zone. Additionally, memberships may not be used for commercial purposes.

8. CHANGES. Sky Zone reserves the right in its sole discretion to modify or update this Agreement and/or change, alter, or discontinue the Program, the list of participating parks, parks services, entertainment or attractions, operating hours, and any reward or special status programs at any time and without notice to members beyond updating this Agreement. If we make changes, we will attempt to provide reasonable notice of such changes, such as by sending an email notification or posting an announcement on our website or the website of the park that issued your Program membership.

9. TAXES. The Program, as well as any prize or gift provided to a Member, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Members are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.

10. ASSUMPTION; INDEMNIFICATION AND RELEASE OF LIABILITY. By participating in the Program, you assume the inherent risks associated with the operation of all rides and attractions and should read and obey all safety signage, instructions and rules. In addition, you hereby release Sky Zone, its parent, affiliates, franchisees, divisions, related companies, third-party prize/reward providers and suppliers, and agents, and its and their respective officers, directors, owners, and employees, (each a "Releasee") from any and all losses, harm, damages, cost, or expense, whether known or unknown, including without limitation property damages, personal injury, and/or death, arising from or connected to the Program, including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of Program, (iii) the suspension, termination, or modification of your membership or account, and (iv) the suspension, modification, or termination of the Program or any reward or special status programs therein. In addition, you agree to defend, indemnify, and hold harmless the Releases from all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of this Agreement. Furthermore, you agree to reimburse Sky Zone for any Program benefits, if you fraudulently obtained them.

11. YOU ACCEPT THE SERVICES "AS IS." The Program, membership therein, and all prizes, merchandise, sweepstakes, contests, products or services provided through the Program are provided and must be accepted on an "as is" and "as available" basis without warranties of any kind. **SKY ZONE, SKY ZONE PARTNERS OR ADMINISTRATORS, AND EACH OF THEIR RESPECTIVE AGENTS OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED BY OR THROUGH THE PROGRAM INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT.**

12. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM OR YOUR PARTICIPATION THEREIN, INCLUDING, WITHOUT LIMITATION, ANY PROGRAM PRIZES, MERCHANDISE, OR SERVICES MADE AVAILABLE AS PART OF THE PROGRAM. IN ANY EVENT, ANY LIABILITY OF SKY ZONE ARISING IN CONNECTION WITH THE PROGRAM WILL BE LIMITED TO THE GREATER OF (A) THE MEMBERSHIP FEES PAID TO SKY ZONE (EXCLUDING TAXES) IN THE PREVIOUS THREE (3) MONTHS, AND (B) ONE HUNDRED DOLLARS (\$100). THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF THE RELEASEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, RELEASEES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

13. STATUTE OF LIMITATIONS. By participating in the Program, you waive any and all rights to bring any claim or action related to your participation in the Program in any forum beyond one year after the first occurrence of the act, event, condition, or omission upon which the claim or action is based.

14. BINDING ARBITRATION; CLASS ACTION WAIVER. EXCEPT FOR ANY DISPUTES, CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS OR PROCEEDINGS (COLLECTIVELY, "DISPUTES") IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, YOU AND SKY ZONE AGREE (A) TO WAIVE YOUR AND SKY ZONE'S RESPECTIVE RIGHTS TO HAVE ANY AND ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT AND THE PROGRAM, RESOLVED IN A COURT, AND (B) TO WAIVE YOUR AND SKY ZONE'S RESPECTIVE RIGHTS TO A JURY TRIAL. INSTEAD, YOU AND SKY ZONE AGREE TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION (WHICH IS THE REFERRAL OF A DISPUTE TO ONE OR MORE PERSONS CHARGED WITH REVIEWING THE DISPUTE AND MAKING A FINAL AND BINDING DETERMINATION TO RESOLVE IT INSTEAD OF HAVING THE DISPUTE DECIDED BY A JUDGE OR JURY IN COURT).

YOU AND SKY ZONE AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PROGRAM IS PERSONAL TO YOU AND SKY ZONE AND THAT SUCH DISPUTE WILL BE RESOLVED SOLELY THROUGH INDIVIDUAL ARBITRATION AND WILL NOT BE BROUGHT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING. You and Sky Zone agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, you and Sky Zone agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

You and Sky Zone agree that this Agreement affects interstate commerce and that the enforceability of this Section 14 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), to the maximum extent permitted by applicable law.



You and Sky Zone agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Sky Zone shall be sent by certified mail or courier to 401 Fernhill Ave, Fort Wayne, IN 46805. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Program membership and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically to the email address associated with your Program membership and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Sky Zone cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Sky Zone may, as appropriate and in accordance with this Section 14, commence an arbitration proceeding or, to the extent specifically provided for in Section 14, file a claim in court.

EXCEPT FOR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, YOU AND SKY ZONE AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR SKY ZONE WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND SKY ZONE WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Sky Zone agree that (a) any arbitration will occur (i) in the State of Indiana, (ii) in the county where you reside, or (iii) telephonically, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the American Arbitration Association's ("AAA") Consumer Arbitration Rules that are in effect at the time the arbitration is initiated, as modified by the terms set forth herein ("AAA Rules"), which are hereby incorporated by reference, and (c) that the seat of the arbitration shall be Fort Wayne and that state or federal courts of the State of Indiana and the United States of America, respectively, sitting in the State of Indiana, have exclusive jurisdiction over any litigation in aid of arbitration and the enforcement of any arbitration awards.

The parties shall attempt to agree on the single arbitrator to be appointed to resolve the dispute. If the parties are unable to reach agreement within 30 days after commencement of the arbitration with the AAA, the arbitrator selection process identified in the AAA Consumer Arbitration Rules shall apply. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court. Each party shall be responsible for its costs incurred in such arbitration, but the arbitrator shall not have the authority to re-allocate those costs in an award or otherwise. If you cannot afford to pay for the arbitration, you agree to provide us the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. As part of the arbitration, both you and Sky Zone will have the opportunity to reasonable discovery of non-privileged information that is relevant and material to the Dispute, including the ability to request from each other, and third parties, documents, information and testimony that is relevant and material to the Dispute.

As limited by the FAA, this Agreement and the applicable AAA Rules, the arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions



regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator will not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The AAA Rules and additional information about the AAA are available on the AAA [website](#). By agreeing to be bound by this Agreement, you either (a) acknowledge and agree that you have read and understand the AAA Rules, or (b) waive your opportunity to read the AAA Rules and any claim that the AAA Rules are unfair or should not apply for any reason.

If any term, clause or provision of this Section 14 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 14 will remain valid and enforceable. Further, the waivers set forth in Section 14 are severable from the other provisions of this Agreement and will remain valid and enforceable, except as prohibited by applicable law.

15. **GOVERNING LAW.** This Agreement is governed by the laws of the State where the Sky Zone park from which you purchased membership in the Program is located, without regard to the conflicts of laws rules of any jurisdiction. Any dispute, claim or cause of action arising out of or concerning the interpretation or effect of this Agreement and/or your participation in the Program, except where prohibited, shall be resolved individually, without resort to any form of class action. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts.

16. **SEVERABILITY.** If any provision of this Agreement is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

17. **NO WAIVER.** Any waiver by Sky Zone of a breach by you of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach by you of any other provision of this Agreement. Failure by Sky Zone to insist upon strict adherence to any provision of this Agreement on one or more occasions shall not be considered a waiver or deprive Sky Zone of the right to insist upon strict adherence to that provision or any other provision of this Agreement.

YOU ARE ENTITLED TO A COPY OF THE AGREEMENT AT THE TIME YOU SIGN IT.

Cardholder

Signature

Date
