

**IMPORTANT MEMORANDUM
FROM YOUR ASSET PROTECTION ADVISOR/INSURANCE AGENT**

To: All Community Owners

Re: Trampolines

Dear Community Owner,

Managing the trampolines of your residents in your community is an on-going effort. After some thought, I suggest changing your community guidelines to forbid the placement of any new trampolines in your park. However, should you choose to allow trampolines, I recommend that you add the following section on trampolines to your community guidelines: "Trampolines are not permitted in the community, absent express written approval by management. Residents who have trampolines may keep the trampoline for as long as the trampoline stays in good working order, subject to the following on-going conditions:

- a) Has insurance policies with liability limits of at least \$300,000 naming _____ (your company name) as an additional insured;
- b) Signs a waiver which states that the trampoline owning tenant will hold us harmless in the event of an injury to a person using the trampoline (see attached waiver A);
- c) Restricts use of the trampoline to family members and friends who have signed a waiver in favor of the tenant and us;
- d) Supervises all children when using the trampolines;
- e) Disable or turnover the trampoline when not in use; and
- f) Regularly inspect the trampolines for damage and excessive wear and tear.

You should give notice of the new community guideline to your tenants in your next community bulletin and by posting notice at your office. Feel free to blame the rule change on insurance company requirements. You may choose to give the trampoline notice with the required waivers. I suggest you require the trampoline-owning residents to acknowledge the change of rules in writing. You should have your attorney draft and or inspect the waivers. Attached are copies of waivers, which your attorney is free to use as a starting point. You want to make sure the waivers are in favor of the entities that own your park.

Thank you for your continued business. Your focus on loss control is much appreciated.

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for the right to continue to own and use the trampoline I (we) presently own and use at my (our) home site (#_____) in _____ Manufactured Home Community, I (we) agree to indemnify and hold harmless _____ Manufactured Home Community from claims of third parties arising from the use of any trampoline owned by me (us). I further waive and release any claims I (we) or any party acting on my (our) behalf may have against _____ Manufactured Home Community which relate to the use of any trampoline at my (our) home site (#_____).

I fully understand that injuries can occur on a trampoline, that jumping on a trampoline requires athletic ability, that jumping on a trampoline is particularly dangerous for those who are too old, too young, too frail, too heavy or otherwise physically unfit for strenuous athletic behavior, and that I may be injured if I do so. I acknowledge that jumping on a trampoline is an inherently dangerous activity and I assume all risk for jumping on this trampoline.

I (we) further acknowledge that I (we) have read this WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, understand its provisions and agree to sign it in exchange for the privilege of continuing to own and use a trampoline at my (our) home site in _____ Manufactured Home Community.

Resident Name

Resident Name

Date

Date

WAIVER AND RELEASE

In exchange for the privilege of using the trampoline located on home site # _____ in _____ Mobile Home Park, **I waive and release all claims against the residents of the above referenced home site and or persons who own or have physical possession of the trampoline at the above referenced home site and I also waive and release all claims against _____ Mobile Home Park which may arise from or be associated with my use of the trampoline.**

I further acknowledge that **using a trampoline is an inherently dangerous activity.** Trampoline use requires vigorous physical activity, flexibility and more. **Adult supervision of minors is highly recommended.** I also acknowledge I am in charge of supervising myself and all of the minors in my physical or legal custody.

I assume all risks associated with the use of the trampoline, in spite of the inherent danger of such an athletically vigorous sport. In addition, I acknowledge that a trampoline user must be both athletically fit and free from any physical conditions or maladies which may hinder athletic maneuvers or cause injury in the course of trampoline use. I acknowledge that I (and or minor children) am using the trampoline for my (and or their) own benefit and because I want to use the trampoline. The trampoline owners and or residents who live at the above referenced home site have not encouraged me to use the trampoline nor are they gaining any benefit from my use of the trampoline.

I further acknowledge that I have read the WAIVER AND RELEASE, understand its provisions, and agree to sign it in exchange for the privilege of using the above referenced trampoline.

Signature of Trampoline User

Date

Signature of Parent or Legal Guardian
of Trampoline User (if under 17 years old)

Date

THIS DOCUMENT IS TO BE SIGNED BY ALL USERS OF THE TRAMPOLINE.
CHILDREN OF THE TRAMPOLINE OWNER NEED NOT SIGN THIS DOCUMENT.
BE SURE TO KEEP THIS DOCUMENT IN A SAFE AND SECURE PLACE.