

## DECLARATION OF INFORMED CONSENT

In view of the fact that I wish to use the facilities and to participate in the activities provided and organised by Area 52 Sofia EOOD, UIC208088869, having its seat and registered address at Sofia 1434, Sofia Ring Mall, 214 Okolovrasten Pat, Unit 0.27, Bulgaria (the "**Activities**"), located at shopping centre Sofia South Ring Mall (hereinafter referred to as the "**Park**")

I, the undersigned acknowledge, covenant and agree on my behalf and/or on the behalf of the above specified minor, that:

1. I understand that Area 52 Sofia EOOD does not provide babysitting, children supervision, childcare services and or other related or similar services (e.g. services of kindergarten, childcare centres, study rooms etc.). I understand and declare that I am fully responsible for the supervision of my child/children whilst they are situated in the premises including using the attractions situated in the premises.

2. I declare that Area 52 Sofia EOOD is not responsible in case of injuries to me or my child/children whilst being present in the premises and / or using the Trampoline Park attractions. All participants of 12 years and under must at all times be supervised by a Parent, Guardian or responsible Adult as per Art.8 par.8 from the Child Protection Act who must understand and follow the [Safety Rules](#) at all times.

3. Children under 2 years are not permitted to use the attractions in the Trampoline Park. Children who are under 8 years must be physically accompanied within the premises at all times, including on the Trampoline Park attractions by a Parent, Guardian or responsible Adult in order to ensure the Childs Safety.

4. Parents, Guardians or responsible Adults who are supervising Children must always wear Shoe Coverings in the Trampoline Park or remove their Shoes before entering. Parental Supervision Area are clearly signposted within the Park. The Café area is not a Parental Supervision Area

5. I understand and agree that the activities in the Park might be undertaken without direct supervision of Area 52 Sofia EOOD or any of its employees, and do so at my own risk and I have read and fully understood the [Safety Rules](#) in the Park (I have explained in an understandable manner the [Safety Rules](#) of the Trampoline Park to my child/children) and agree to follow (my child /children to follow) these rules during my (and/or my child/children`s) participation in the Activities.

6. I confirm that I (and / or the child/children I'm responsible for) will comply with all additional instructions given at any time before or during the Activities by Area 52 Sofia EOOD or any of its employees.

7. I understand that my (and / or the child/children I'm responsible for) participation in the Activities entails known and unknown risks that could result in physical or emotional injury, paralysis, death or damage to the participant or third parties and to property. While particular rules, equipment and personal discipline may reduce this risk, the risk of death or serious injury does exist.

7.1. Beginners (those that are new to the Trampoline Park) who are using the Trampoline Park for the first time should avoid using the attractions for the Advanced and/or Intermediate Zones of the Park, such as the raised Jumping Platforms, Jumping Obstacles, Walking Wall and the Performance Trampolines (surrounded with Purple Safety Padding).

7.2. Intermediates (those that have used the Trampoline Park 5 or more times) can use at their own risk the attractions such as the raised Jumping Platforms, Jumping Obstacles, and Performance Trampolines (surrounded with Purple Safety Padding) with extreme caution.

7.3. Advanced people (those that have been trained with a proven certification) can use all facilities at their own risk, but ensuring that they fully adhere to the Safety Rules and do not in any way endanger other customers.

8. I confirm that I am (and / or the child/children I'm responsible for is) free from all illnesses and injuries, that I am not (or my daughter, to the extent applicable) is not pregnant, and that I do [the child/children I'm responsible for do] NOT have, nor have had any medical condition that could interfere with the safe participation in the Activities or which may increase the risk of injury, including to others. I confirm that I am [my child is] sufficiently physically fit to enable the safely participation in the Activities.

9. I acknowledge and agree that I am responsible for my (my child/children's) acting in accordance with the [Safety Rules](#) of the Area 52 Sofia EOOD to maximise my own (and / or the child/children I'm responsible for) safety and the safety of others around me (and / or the child/children I'm responsible for) whilst participating in the Activities. I acknowledge and accept that the Activities shall be undertaken without direct supervision by Area 52 Sofia EOOD and/or its employees. If I observe any unusual and/or significant hazards during my [and / or the child/children I'm responsible for] participation in the Activities, I will stop my [and / or the child/children I'm responsible for] participation immediately and bring any such hazards to the attention of the nearest Area 52 Sofia EOOD employee.

10. I acknowledge that the Activities provided by Area 52 Sofia EOOD require a reasonable level of physical fitness and ability. I confirm that I (and / or the child/children I'm responsible for) will only carry out Activities that are within my (and / or the child/children I'm responsible for) skill level and of which I am (and / or the child/children I'm responsible for) able to retain control of at all times.

11. I confirm that I fully understand the risks (both known and unknown) of participating in the Activities. I freely assume and accept all such risks. I assume full liability, responsibility and risk for my (and / or the child/children I'm responsible for) participation. I further confirm that my (and / or the child/children I'm responsible for) participation in the Activities is voluntary.

12. I consent to the administration of first aid and/or other lifesaving medical treatment by Area 52 Sofia EOOD and/or its employees in the event of any injury or illness to me or and / or the child/children I'm responsible for. I agree to release and fully indemnify Area 52 Sofia EOOD and its employees from any liability or claims arising out of such treatment to the fullest extent permitted by law.

13. I acknowledge that Area 52 Sofia EOOD is not and shall not be liable for any injury, damage and/or loss to person or property incurred by me [and / or the child/children I'm responsible for] in connection with and/or arising out of my (and / or the child/children I'm responsible for) participation in the Activities, including, for incidents that have occurred as a result for my (my child/children's) failure to comply with the Safety Rules of Area 52 Sofia

EOD, save to the extent that any such injury, damage and/or loss shall result from deliberate actions or gross the negligence of Area 52 Sofia EOD or its employee and/or agent.

14. I acknowledge that Area 52 Sofia EOD is not free from dust or allergens and that should I or the child/children I'm responsible for be taking medication then I will ensure close monitoring of mine or the child/children I'm responsible for conditions to ensure there is no adverse reaction from participating in Area 52 Sofia EOD.

15. I acknowledge that Area 52 Sofia EOD does not give me medical advice relating to my or the child/children I'm responsible for physical condition and ability to undertake the activities.

16. I agree to fully indemnify Area 52 Sofia EOD for any loss, liability, cost, claim and/or damages incurred by them, which arise from my (and / or the child/children I'm responsible for) participation in the Premises and / or its Activities.

17. I accept that any staff member of Area 52 Sofia EOD has the right to prevent or stop me and / or the child/children I'm responsible for using any of its facilities or eject me from the premises for any reason whatsoever. We have the right to terminate, without notice, your activity if your behaviour or that of any member in your booking is deemed as violent, likely to cause damage, distress or annoyance to other participants, employees or anyone else. In this instance, we will not be liable for any refunds, compensation or expenses.

18. I acknowledge that Area 52 Sofia EOD will not be liable for any damage or loss of mine or the child/children I'm responsible for or third parties property whilst undertaking the activities on the premises belonging to Area 52, including any such car park associated with Area 52 Sofia EOD

19. Under no circumstances is drugs or any other intoxicating substances to be brought onto the premises. You will be not allowed to take part in any activities if you have, or appear to have, consumed such substances. Our staff have the right to remove you from the Premises including its attractions if they have any suspicion that you are under such influence. In this situation we will not be liable for any refunds, compensation or expenses.

20. The rule of previous par. 19 will be applicable in an event of aggression, misbehaviour or negligence of any kind towards the staff, other visitors, Equipment/Activities or any other items located in the premises.

21. I acknowledge and accept that Area 52 Sofia EOD permits participants to photograph and/or video their family and/or friends participating in the Activities for their own private, non-commercial purposes only and for no other purpose whatsoever.

22. I and / or the child/children I'm responsible for will follow the rules and instructions whilst in the Premises of Area 52 Sofia EOD, which are clearly posted in the Premises and on our website [sofia.area52parks.com](https://sofia.area52parks.com)

23. I understand and accept that during my and / or the child/children I'm responsible for stay at the facilities of Area 52 Sofia EOOD, there is a risk of contracting infection or infectious diseases and/or transmission of infectious diseases, including but not limited to COVID-19

## **PERSONAL DATA PROCESSING CONSENT**

24. By signing (confirming) this Declaration, I grant my consent to Area 52 Sofia EOOD, its affiliates and/or subcontractors to process and store my and / or the child/children I'm responsible for personal data (name, surname, date of birth, email, mobile phone with a view of the reservation and registration for my (and / or the child/children I'm responsible for) participation in the Activities, for sending documents and information for my (and / or the child/children I'm responsible for) participation in the Activities, as well as completion of other rights and obligations for a period of 6 (six) months as of the date of this Declaration. I am aware that I can withdraw at any time my consent by submitting a free text written notification to Area 52 Sofia EOOD; I can request at any time clear and comprehensible information, within reasonable limits, as regards the processing of my (and/or the child/children I'm responsible for) personal data and my/his/her rights; to read more information regarding the data processing and my rights in [the Privacy Policy](#) as well as to seek for cooperation from the Area 52 Sofia EOOD in this regard on email [gdpr@area52parks.com](mailto:gdpr@area52parks.com).

25. I have read this Declaration of Informed Consent, fully understand its terms and accept them freely and voluntarily without any inducement for myself (and / or the child/children I'm responsible for).

26. This Declaration is valid for a term of 6 (six) months as of the date of its signing and shall apply to all visits within this term. Prior to the expiry of the term, I agree that Area 52 Sofia EOOD is permitted to contact me to request a new Declaration to be issued.

27. If there are changes in the circumstances declared in the Declaration (including, without limitations, changes concerning mine and / or the child/children I'm responsible for health condition), I undertake to inform Area 52 Sofia EOOD before my (and / or the child/children I'm responsible for) participation in the Premises or its Activities and issue a new Declaration.

## **Photo/ Video Consent**

28. I consent to Area 52 Sofia EOOD and/or its employees and/or agents to record my (and / or the child/children I'm responsible for) image and/or voice ("**Recordings**") as part of my (and / or the child/children I'm responsible for) participation in the Activities and Area 52 Sofia EOOD (and/or its related parties) subsequently to use the Recordings for security and safety purposes, to identify incidents and violations of the Safety Rules.

29. by ticking each of the boxes below and pressing 'SAVE' you are agreeing: (i) to be bound by the terms of the Declaration of Informed Consent, including the personal data processing consent and confirm the accuracy of the declared circumstances whether on your own behalf or as parent / legal guardian of the minor participant; (ii) you (and / or the child/children I'm responsible for) to be recorded during participation in the Premises and / or its Activities.]

☒ I have read the "Declaration of Informed Consent" (including the [Safety Rules](#)) and accept its terms and conditions for myself and the above minor(s). I confirm the accuracy of the declared circumstances.

☒ I have watched carefully the Safety Video and understand how I (and / or the child/children I'm responsible for) should use the attractions safely and how not to endanger myself or others.

☒ In my capacity of parent/guardian of the child/children with the signing of the present document I declare that its terms and conditions shall be valid and applicable and in the event that my child/children is accompanied in the premises and / or the Trampoline Park attractions by any other responsible adult who accompanies the child/children I'm responsible for

☒ By signing this document, in the event I am a responsible adult, accompanying the child/children, I declare that I am authorized by the child's/children's parent/guardian to sign the present document and to agree with all its terms and conditions, as well as I have parent's/guardian's permission to be with the child/children and to accompany the child/children in the premises and / or the Trampoline Park attractions. I am aware I have full responsibility for false declaration and in such case I shall compensate Area 52 Sofia EOOD for all damages.

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Signature: 