



Mock Trial

**COREY
STARK V.
SPRINGS
PARK, INC.**

Arkansas Bar Association Mock Trial Competition

2024 Arkansas High School Mock Trial Competition
Corey Stark v. Springs Park, Inc.

The Arkansas Bar Association Mock Trial Committee welcomes your participation in our 2024 competition. This year, we present a wrongful-death case, where the victim died after suffering an injury at a trampoline park. Though the victim's parent signed a waiver, the family sued the trampoline park. The trampoline park denies any wrongdoing.

We are pleased to return to our round-robin format. The competition will be held on March 1-2, 2024, in Little Rock. All teams (unless there is a bye) will compete in four rounds of competition, and the top two teams will meet at the State Championship. The state champion will represent Arkansas at the National High School Mock Trial Championship, to be held in Wilmington, Delaware, on May 2-4, 2024.

Students – You will experience what it is like to prepare for and present a case before a judge and jury. Working with your teams and coaches, you will learn to evaluate information and respond quickly. As you prepare, you will sharpen your public speaking and presentation skills. The greatest benefit is the opportunity to learn how the legal system works. By studying and understanding courtroom procedure, you should become more comfortable with the legal system. Your interaction with Arkansas's finest attorneys and judges will give you a glimpse of the different interpretations of trial procedure and different approaches of individual members in the legal arena.

Teacher Coach, Attorney Coach, or Judge – We strongly encourage you to focus on the goal of participation, rather than stressing competition, while preparing your students. Your contributions of time and talent are making experiential educational opportunities available to Arkansas students. Your participation is an essential key element to the success of the program. Be proud of the impact you have made on the lives of these students.

The Mock Trial Committee would like to acknowledge:

- The South Carolina Bar Law Related Education Committee and Mock Trial Subcommittee, who gave us permission to adapt their case for the 2024 Arkansas High School Mock Trial Competition;
- The Mock Trial Case Selection Subcommittee (Robert Coleman, Brooke Gasaway, and Adam Jackson); and
- The teachers, judges, and attorneys who volunteer their time to prepare students for competition.

This case is a work of fiction. The names, characters, businesses, organizations, places, events, and incidents herein are the product of the authors' imaginations. This case is meant to provide an opportunity for students to explore legal issues and is not meant to provide commentary on any of the issues raised in the case.

Version History

1.0 - Original version of the case released October 31, 2023. Pursuant to Rule 7.3 of the Rules of Competition, questions regarding the case will be answered and published in future updates. All questions about the case should be sent Michele Glasgow, Mock Trial Coordinator, at mglasgow@arkbar.com.

**IN THE CIRCUIT COURT OF NATURAL COUNTY, ARKANSAS
FIRST DIVISION**

**COREY STARK, as Personal Representative of
the Estate of Wade Stark, Deceased**

PLAINTIFF

v.

CASE NO. ARMT2024

SPRINGS PARK, INC.

DEFENDANT

COMPLAINT

Plaintiff Corey Stark, as Personal Representative of the Estate of the Wade Stark, states and alleges as follows:

1. Plaintiff is the parent and duly qualified, appointed, and acting personal representative of the Estate of Wade Stark, (hereinafter “Decedent”).
2. Decedent was a resident of Cottondale in Natural County, Arkansas.
3. On information and belief, Springs Park, Inc. (hereinafter “Defendant”) is a corporation established in Natural County, Arkansas.
4. On April 23, 2022, Decedent was a guest at Springs Park, which is a trampoline park. While under the care and supervision of Defendant, Decedent suffered a catastrophic neck injury in a dodgeball room.
5. As a direct result of the careless and negligent operation by Defendant, Decedent suffered injuries and death in one or more of the following particulars:
 - a. Severe bodily injuries;
 - b. Funeral expenses; and
 - c. Conscious pain and suffering.

Count I: Negligence

6. Plaintiff hereby adopts and incorporates by reference paragraph 1 through 5.
7. Defendant breached its duty to Plaintiff by recklessly and intentionally:

- a. Failing to maintain proper equipment including safety pads for the trampoline park;
 - b. Failing to keep children in like aged groups, thus allowing for injury;
 - c. Failing to verify liability waivers were signed by adults 18 and over;
 - d. Failing to communicate reasonable safety rules to all guests; and
 - e. Failing to institute proper oversight of authority and decisions made by agents Wilson and Banner.
8. All of which were the direct and proximate cause of the injuries and damages suffered by Decedent, for which Plaintiff is entitled to relief in the form of a judgment against Defendant.

Count II: Survival Action

9. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 8.
10. Defendant owned, operated, and controlled the trampoline park where the Decedent was injured and subsequently died.
11. Defendant owed a duty to Decedent to maintain the trampoline park in a safe manner; however, Defendant failed in this duty.
12. As a direct and proximate result of the negligence, negligence per se, carelessness, willfulness, wantonness, and recklessness by Defendant as set forth above, Decedent sustained injuries including:
 - a. Suffered painful bodily injuries;
 - b. Suffered pain, mental anguish, suffering, and discomfort resulting in loss of enjoyment of life from these injuries; and
 - c. Suffered an untimely and premature death.

Count III: Wrongful Death

13. Plaintiff hereby adopts and incorporates by reference paragraphs 1 through 12.

14. Defendant was required to protect all guests within the facility from harm, especially harm including death.
15. Defendant breached its duty, which lead to the untimely death of Decedent.
16. By reason of Decedent's untimely death, Plaintiff, by and through the Personal Representative, Corey Stark, has been deprived of all benefits of society and companionship and experienced great mental shock and suffering. Plaintiff has suffered, and will continue to suffer, damages that are natural and proximate consequence of the wrongful act of Defendant, including:
 - a. Financial loss;
 - b. Mental shock and suffering;
 - c. Grief and sorrow;
 - d. Loss of companionship, and
 - e. Deprivation of use and comfort of Decedent's society.
17. Plaintiff is further informed and believed that because of Defendant's grossly negligent and willful conduct, Plaintiff is also entitled to a judgment for punitive damages in an amount to be determined by the jury in accordance with the law and evidence in this case.

WHEREFORE, Plaintiff prays for judgment against Defendant for actual damages in an amount as determined by the jury, damages for the pain, suffering, and premature death, punitive damages, and for any other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Stacey and Associates, PA

Sara R. Stacey

Sara Renee Stacey
Bar Number: AR201256
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Little Rock, AR 72201
Attorney for Plaintiff

**IN THE CIRCUIT COURT OF NATURAL COUNTY, ARKANSAS
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DEFENDANT

ANSWER

Defendant Sidney Wilson, Individually and d/b/a Springs Park, Inc., responds to the allegations in the Plaintiff's Complaint as follows:

1. Each and every allegation in the Complaint, unless specifically admitted, modified, or explained is expressly denied.
2. Upon information and belief, Defendant admits the allegations of Paragraphs 1 and 2.
3. Defendant admits the allegations of Paragraph 3.
4. In response to Paragraph 4, Defendant admits only that Decedent was at the trampoline park on April 23, 2022, and Defendant denies all other allegations of this paragraph and demands strict proof thereof.
5. Defendant denies any allegations of carelessness and recklessness contained in Paragraph 5, including sub-parts (a) through (c), and demands strict proof thereof.
6. In response to Paragraph 6, Defendant realleges its responses in paragraphs 1 through 5.
7. Defendant denies the allegations of Paragraph 7, including sub-parts (a) through (e).
8. Defendant denies the allegations contained in Paragraph 8 and demands strict proof thereof.
9. In response to Paragraph 9, Defendant realleges its responses in paragraphs 1 through 8.

10. In response to Paragraph 10, Defendant admits only that Decedent was a guest at the trampoline facility owned and operated by Springs Park and suffered an injury; however, Defendant denies all allegations in this paragraph not otherwise admitted and demands strict proof thereof.
11. In response to Paragraph 11, Defendant asserts that its duties are established by law. Defendant denies the remaining allegations of Paragraph 11 as stated.
12. Defendant denies the allegations contained in Paragraph 12, including the sub-parts (a) through (c), and demands strict proof thereof.
13. In response to Paragraph 13, Defendant realleges its responses in paragraphs 1 through 12.
14. In response to Paragraph 14, Defendant asserts that its duties are established by law.
15. Defendant denies the allegations of Paragraph 15.
16. Defendant denies the allegations in Paragraph 16, including sub-parts (a) through (f).
17. Defendant denies the allegations of Paragraph 17.
18. Defendant denies that Plaintiff is entitled to the requested relief contained in the unnumbered “wherefore” paragraph.

Affirmative Defense I: Sole Negligence of the Plaintiff

19. Further answering the Complaint, Defendant would allege that any injuries or damages sustained by Decedent were due to and solely occasioned by the negligence of Decedent, and Defendant pleads the sole negligence and sole recklessness of the Decedent as a complete bar to this action.

Affirmative Defense II: Comparative Negligence – More than 50%

20. Further answering the Complaint, Defendant alleges that any injury and damage sustained by Decedent was caused by the negligence or willfulness of Decedent combining, concurring, and contributing with the negligence or willfulness, if any, on the part of the Defendant. Because Decedent’s negligence or willfulness is greater

than the alleged negligence or willfulness of Defendant, Plaintiff is barred from recovery against Defendant.

Affirmative Defense III: Comparative Negligence – Less than 50%

21. Further answering the Complaint, Defendant alleges any injuries and damages sustained by Decedent were caused by the negligence or willfulness of Decedent combining, concurring, and contributing with the negligence or willfulness, if any, on the part of Defendant. Therefore, the Court should reduce any recovery awarded to Plaintiff for the alleged injuries and damages based upon the percentage of negligence or willfulness attributed to Decedent.

Affirmative Defense IV: Waiver

22. Further answering the Complaint, Defendant alleges a valid Waiver as a complete defense.

WHEREFORE, having fully answered Plaintiff's Complaint, the Defendant prays that the Complaint be dismissed with costs awarded to Defendant and for any other relief as the Court may deem just and proper.

Defendant demands a jury trial.

Mitchell and McAbee, LLC

Allison Mitchell

Allison Mitchell
Bar Number: AR201421
Attorney for the Defendant
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Little Rock, AR 72201

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DEFENDANT

PRETRIAL HEARING ORDER

1. Trial Setting: All pretrial issues have been resolved, and this case is ready for trial. This case is hereby set for trial on March 1-2, 2024. The only matter to be decided in this trial is liability. Damages, if any, will be decided at a later proceeding.

2. Stipulations: The parties stipulate to the following. No witnesses may contradict knowledge of the facts contained in the stipulations:

- a. No jurisdiction or venue issues exist in this case.
- b. All exhibits and signatures are authentic. No party may challenge the authenticity of an exhibit or signature. Chain of custody for evidence is not in dispute.
- c. Witnesses who reference exhibits in their affidavits are familiar with the contents of the entire exhibit.
- d. Sidney Wilson is the sole owner and operator of Springs Park, Inc. Therefore, any acts by Jordan Banner, an employee under Wilson's authority as owner and manager of Springs Park, are considered acts of the Defendant.

- e. Head Coach Jay Price is not testifying for this case. Coach Price was at Springs Park, but was not in the Dodgeball Zone 13–and–up room or in the vending and seating area to observe the live video feed.
- f. The watcher, Tommy Kirk, in the Dodgeball Zone 13–and–up is not available to testify and did not have anything more to contribute than Kirby Hill or Jordan Banner.
- g. Both parties agree that the contents of Dr. Sam Barton’s article are not relevant to this case.
- h. The individual who threw the ball at Wade Stark is unknown and was not identified for the purposes of this trial.
- i. The local newspaper’s report was accurate and is not in dispute.
- j. No equipment repairs or changes were made to the Dodgeball Zone 13–and–up following Decedent’s accident.
- k. The conferences attended by Sidney Wilson are not in dispute nor are conference agendas necessary for this case.
- l. Both parties agree Decedent was wearing a red wristband at the time of the accident at Springs Park.

3. Witnesses: The designated witnesses, and only these witnesses, may be called at trial.

Only the party sponsoring their testimony may call them, but they may call them in any order:

Plaintiff’s Witnesses

Corey Stark
Kirby Hill
Sam Barton, M.D.

Defendant’s Witnesses

Sidney Wilson
Jordan Banner
Bailey Parker

4. Exhibits: Both parties have collectively identified the following exhibits, which have been pre-marked and may be offered into evidence by either party. Except as provided in the stipulations, no party has waived any objection to the admissibility of any exhibit.

- a. Exhibit 1: Springs Park Injury Record from January to June 2022
- b. Exhibit 2: Springs Park Safety Rules Signage
- c. Exhibit 3: Springs Park Liability Waiver Form
- d. Exhibit 4: 911 Transcript from April 23, 2022
- e. Exhibit 5: Coroner's Report on Wade Stark
- f. Exhibit 6: Springs Park Diagram
- g. Exhibit 7: Curriculum Vitae for Sam Barton, M.D.
- h. Exhibit 8: Springs Park Insurance Declaration Page
- i. Exhibit 9: Springs Park Daily Safety Checklist for April 23, 2022

IT IS SO ORDERED, this 31st day of October, 2023.

Kesha May

The Honorable Kesha May

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JURY INSTRUCTIONS¹

A. Bifurcated Trial

The parties agree the only issue to be decided is liability. If liability is found, the parties agree to have a separate hearing to decide damages. This means you will decide only the liability in this trial, and you are not to consider the amount of award, if any.

B. The Jury: Finders of the Facts

Under our Constitution and Code of Laws, only you—the jury—can make the findings of fact in this case. I am not permitted to tell you how I feel about the evidence presented. And, throughout this trial, I have intended to be fair and impartial toward each of the parties involved.

To determine the facts in this case, you will have to evaluate the credibility (or believability) of the witnesses. You are the sole judges of the credibility of the witnesses, and in considering their credibility, you may take into consideration many things, such as:

1. Your impression of the appearance and manner of the witness on the stand, sometimes referred to as the demeanor of the witness.
2. Was the witness forthright . . . or hesitant?

¹ These jury instructions should be used for the purposes of the 2024 Arkansas High School Mock Trial Competition only. They should not be relied upon for any other purpose. Further, these instructions reflect the law that will be used for the 2024 competition and may not reflect the current law in the state of Arkansas.

3. Was the witness's testimony consistent or did it contain discrepancies?
4. How did the witness come to know the facts about which they testified?
5. Did the witness have a cause or a reason to be biased and prejudiced in favor of the testimony they gave?
6. Was the testimony of the witness corroborated or made stronger by other testimony and evidence, or was it made weaker or impeached by such testimony and evidence?

You can believe as much or as little of each witness's testimony as you think proper. You may believe the testimony of a single witness against that of many witnesses – or just the opposite.

Of course, you do not determine your verdict merely by counting the number of witnesses presented by each side.

C. Expert Testimony

You have also heard the testimony of witnesses who have special knowledge, skill, experience, training or education in the field of a particular profession or occupation, and who gave their opinions as experts about matters in which they are skilled. In determining the weight to be given such an opinion, you should consider the qualifications and credibility of the experts and the reasons given for their opinions. You are not bound by such opinions. Give them the weight, if any, to which you deem them to be entitled.

D. Circumstantial Evidence

There are two types of evidence generally presented during a trial – direct evidence and circumstantial evidence. Direct evidence is the testimony of a person who asserts or claims to have actual knowledge of a fact, such as an eyewitness. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact in issue. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence.

You should weigh all the evidence in the case when arriving at a verdict.

E. The Judge: Instructor of the Law

The same constitution and laws that make you the finders of the facts also make me the instructor of the law. You must accept the law as I give it to you. If I am wrong, there is another place and time for that error to be corrected. But for now, you must accept the law as I give it to you—and I caution you that it does not mean what you think the law should be, but what I tell you it is.

F. Elements of a Cause of Action

To state a cause of action against a Defendant, the law requires a Plaintiff to set out in the Complaint the essential claims that make up the Cause of Action. The causes of action in this Complaint are Negligence, Survivorship, and Wrongful Death. In the Complaint, the Plaintiff in this action has set forth the essential elements of each cause of action, each of which is denied by the Defendant.

G. Defenses

In their Answers to the Plaintiff's Complaint, the Defendant has set forth various defenses.

The Defendant admits the truthfulness of certain claims – such as date of the occurrence – but denies each and every claim that would make the Defendant responsible for the Plaintiff's injuries. By doing this, the Defendant placed upon the Plaintiff the burden of proving those necessary elements.

In addition to this general defense, the Defendant puts forth affirmative defenses to the particular Causes of Action. The burden is on the Defendant to prove those affirmative defenses.

H. Burden of Proof

The Plaintiff has the burden of proof. The Plaintiff must meet this burden by proving the claims by the preponderance – or the greater weight – of the evidence. So, what do we mean by the greater weight of the evidence? Simply this, imagine a traditional set of scales. When the case begins, the scales are even. After all the evidence has been presented, if the scales should remain even or if they should tip – ever so slightly – in favor of the Defendant, then the Plaintiff will have failed to meet the burden of proof, and your verdict should be for the Defendant.

If, on the other hand, those scales tip – no matter how slightly – in favor of the Plaintiff, then the Plaintiff will have met the burden of proof, and your verdict would be for the Plaintiff.

The Defendant has the burden to prove its affirmative defenses by the preponderance of the evidence.

Of course, there is no way to weigh evidence, except through the exercise of your good common sense and judgment. It is entirely a mental process. The evidence you should give the most weight to is that which convinces you of its truth, regardless of the source from which it comes.

I. Impartial Jury

You have been sworn to give both parties in this case a fair and impartial trial. When you have done so, you will have complied with your oath, and no one will have a right to criticize your verdict. You must not be influenced by opinions or expressions of opinion you might have heard outside of this courtroom, but must base your verdict only on the testimony of the sworn witnesses who took the stand, along with the other evidence introduced during the trial.

You must not be swayed by caprice, passion, prejudice or improper sympathy for or against either party in this case. Remember, you have no friends to reward or enemies to punish. Both parties are entitled to a fair and impartial trial at your hands.

J. Negligence

This is an action in which the Plaintiff claims to have suffered injuries to their person for which the Defendant is responsible in damages.

There are three essential elements of the Plaintiff's cause of action. They are denied by the Defendant's answer. Since the Plaintiff has initiated and brought this lawsuit against the Defendant, the burden of proof is upon the Plaintiff to establish all three by the greater weight or preponderance of the evidence:

1. That the Defendant was negligent or careless and/or reckless, willful or wanton, in one or more of the particulars of wrongful conduct alleged in the complaint;
2. That the Plaintiff was injured or damaged on their person or property or both; and
3. That the Defendant's negligence or carelessness and/or recklessness, willfulness, and wantonness, in one or more of the particulars as alleged in the complaint, was the proximate cause of the Plaintiff's injuries.

What is negligence? Negligence is defined in the law as the absence of due (or ordinary) care. The word carelessness conveys the same idea as negligence. Negligence is the breach of a duty of care owed to the Plaintiff by the Defendant. Negligence is the failure, by omission or commission, to exercise due care as a person of ordinary reason and prudence would exercise in the same circumstances. It is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

In determining whether a particular act is negligent, the test you apply is what would a person of ordinary reason and prudence do under those circumstances at that time and place.

It is the Plaintiff's responsibility to prove the Defendant was negligent in one or more of the particulars as alleged in the Complaint. It is not required that the Plaintiff prove them all, but it is absolutely essential that the Plaintiff prove at least one. Otherwise, you would be required to find a verdict for the Defendant.

Negligence is a fact which, like any other fact in the case, must be proved. The mere happening of an accident, or the filing of a complaint, or the fact that damages have been sustained, raises no presumption of negligence. A surmise or conjecture (an opinion without evidence) that the Defendant was negligent is not evidence thereof. The bare fact that an innocent party sustained injury or damage does not place any responsibility on another party

unless you find that there was some act of negligence on the part of that party which caused the injury or damage.

If you find the Plaintiff proved the Defendant was negligent (and/or reckless, willful, and wanton), then your next inquiry would be whether the Plaintiff proved such negligence was the proximate cause of the injury or damage. Negligence is not actionable unless it proximately causes the Plaintiff's injuries. A Plaintiff may only recover for injuries proximately caused by the Defendant's negligence.

[See Negligence - Proximate Cause below]

Even if you should find the Plaintiff proved the Defendant was negligent (or reckless, willful, and wanton), but failed to prove such negligence (or recklessness, willfulness, and wantonness) was a proximate cause of the injury, the Plaintiff would have failed to make out their case and you would be required to find for the Defendant. However, if the Plaintiff proved these two propositions, then it would be necessary for them to prove their damages.

K. Negligence – Proximate Cause

Negligence is not actionable unless it proximately causes the Plaintiff's injuries. Proximate cause is the efficient or direct cause of an injury.

Proximate cause requires proof of both causation in fact and legal cause. Causation in fact is proved by establishing the Plaintiff's injury would not have occurred "but for" the Defendant's negligence. Legal cause is proven by establishing foreseeability.

The touchstone of proximate cause in Arkansas is foreseeability. That is, foreseeability of some injury from a negligent act or omission is a prerequisite to its being a proximate cause of the injury for which recovery is sought. The test of foreseeability is whether some injury to another is the natural and probable consequence of the complained of act. The Defendant may be held liable for anything which appears to have been a natural and probable consequence of their negligence.

Foreseeability is not determined from hindsight, but rather from the Defendant's perspective at the time of the incident.

The law requires only reasonable foresight. When the injury complained of is not reasonably foreseeable in the exercise of due care, there is no liability. It is not necessary for the Plaintiff to demonstrate the Defendant should have foreseen the particular event which occurred but merely that the Defendant should have foreseen their negligence would probably cause injury to someone. Negligent conduct is the proximate cause of injury if that injury is within the scope of the foreseeable risks of the negligence.

While it is not necessary that the Defendant must have contemplated or could have anticipated the particular event which occurred, liability cannot rest on mere possibilities. The Defendant cannot be charged for that which is unpredictable or that which could not be expected to happen. The Plaintiff therefore proves legal cause by establishing the injury in question occurred as a natural and probable consequence of the Defendant's negligence. In determining whether a consequence is one that is natural and probable, the Defendant's conduct must be viewed in the light of the attendant circumstances.

Proximate cause does not mean the sole cause. The Defendant's conduct can be a proximate cause if it was at least one of the direct, concurring causes of the injury.

The law defines proximate cause of an injury to be something that produces a natural chain of events which, in the end, brings about the injury. In other words, proximate cause is the direct cause, without which the injury would not have occurred. If the accident would have happened as a natural and probable consequence, even in the absence of the alleged breach, then the Plaintiff has failed to demonstrate proximate cause.

Further, where the cause of the Plaintiff's injury may be as reasonably attributed to an act for which the Defendant is not liable as to one for which the Defendant is liable, the Plaintiff has failed to carry the burden of establishing that his/her injuries were the proximate result of the Defendant's negligence.

L. Survival Action

A survival action is brought by the representatives of the deceased person. The Arkansas Supreme Court explains that any claim which could have been brought by the deceased during their life can be brought on behalf of the surviving beneficiaries. There are three specific exceptions that expire with the death, which exceptions do not apply in this case and need not be addressed. The survival action itself is actually brought for the benefit of the

decedent's estate and not the decedent's family. The family has the right to bring a wrongful death claim for their benefit. Appropriate damages in survival actions include those for medical, surgical, and hospital bills, conscious pain, suffering, and mental distress of the deceased.

M. Wrongful Death

A wrongful death claim must be brought and initiated by the administrator of the decedent's estate for the benefit of those persons named in the statute.

There are three essential elements of the Plaintiff's cause of action. They are denied by the Defendant's answer. Since the Plaintiff has made these charges the foundation of their claimed right of damages against the defendant, the burden of proof is upon the Plaintiff to establish all three by the preponderance or greater weight of the evidence.

First, that the Defendant was negligent and/or reckless, willful, or wanton in one or more of those specifications of wrongful conduct as alleged in the complaint.

Second, that the Decedent came to their untimely death as a consequence of that alleged wrongful conduct.

Third, that the Defendant's negligence and/or recklessness, willfulness, and wantonness, in one or more of the specifications of wrongful conduct as alleged in the complaint, was the proximate cause of the death.

Because this is a bifurcated trial, you will not decide the damages in this phase of the case. However, merely as information for this phase in the case, the damages that plaintiffs seek in a wrongful death case may include:

1. Pecuniary loss or economic loss, "pecuniary loss" is a loss of money, or of something by which money or something of money value may be acquired;
2. Mental shock and suffering;
3. Wounded feelings;
4. Grief and sorrow;
5. Loss of companionship;

6. Deprivation of the use and comfort of the deceased's society, including the loss of decedent's experience, knowledge and judgement in managing the affairs of himself and his beneficiaries;
7. Loss of decedent's ability to earn money for the support, maintenance, care and protection of the beneficiaries; and
8. Reasonable funeral expenses.

N. Concurring Causes

There may be more than one cause of an injury and more than one person may be responsible for the injury. If the negligence of two or more persons combines to cause an injury, each person involved may be held responsible as if that person alone caused the injury. Causes are concurrent if the individual acts of negligence combine to cause the injury. If an injury occurs through the concurrent negligence of two or more persons and would not have happened without the negligence of either person, the negligence is the proximate cause of the injury and both people are responsible.

If the acts happened one after the other but were not related to each other, they would not be concurring causes. In that case, only the person whose negligence actually caused the injury would be responsible.

O. Comparative Negligence

The Defendant claims the Plaintiff's own negligence proximately caused the Plaintiff's injuries. If you find the Defendant was negligent, you must then decide whether the Plaintiff was also negligent. The Defendant must prove by a preponderance, or greater weight, of the evidence that the Plaintiff breached a duty of care and that breach proximately caused the Plaintiff's injuries. The same law I told you to use in deciding whether the Defendant was negligent should be used in deciding whether the Plaintiff was negligent.

If you find the negligence of both the Plaintiff and the Defendant proximately caused the Plaintiff's injuries, you must then decide how much the Plaintiff's negligence contributed to the Plaintiff's injuries and how much the Defendant's negligence contributed to the Plaintiff's injuries. In deciding the percentages of negligence of the Plaintiff and the Defendant, you may consider, among other things, the following factors:

1. Whether each party's conduct was only inadvertent or whether it was engaged in with an awareness of the danger involved;
2. The magnitude of the risk created by each party's conduct, including the number of persons endangered and the possible severity of the injury;
3. The significance of the goal that each party was trying to reach and the need to achieve the goal in that manner;
4. Each party's capabilities and abilities to realize and eliminate the risk involved;
5. The particular circumstances confronting each party at the time the conduct occurred, such as the existence of an emergency requiring a quick decision;
6. The relative closeness of the causal relationship of the negligent conduct of the Defendant and the harm to the Plaintiff; and
7. Whether the conduct of either party involved a violation of a safety statute or regulation.

P. Waiver

A valid Waiver is a complete defense to a claim of simple negligence. In order to establish the affirmative defense of waiver, a defendant must show:

1. The person alleged to have waived simple negligence was fully informed in writing of the potential risk(s) which lead to injury;
2. All material portions of the written waiver were completed;
3. If the waiver form consists of more than one page, all pages must be signed or initialed; and
4. The person completing the written waiver was over 16 years of age or was the parent/guardian of the participant.

Q. Verdict Form

Now, your possible verdicts in this case will be as those outlined in the jury verdict form. Nine or more of you must agree on the answer to any question for that answer to be your verdict.

VERDICT FORM

We, the jury, find as follows:

1. Was the Defendant negligent?

YES NO

If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.

If you answered yes, proceed to Question 1-B.

1-B. Was the Defendant's negligence the proximate cause of the Plaintiff's damages?

YES NO

If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.

If you answered yes, proceed to Question 2.

2. If you indicated yes to either question above, indicate the percentage of each party's negligence that proximately caused the Plaintiff's injuries. (The percentages must add up to one hundred percent.)

Defendant's Negligence _____ %

Plaintiff's Negligence _____ %

Total Negligence 100 %

3. Did the Defendant prove a valid Waiver?

YES NO

Jury Foreperson

Statement of Corey Stark

1 My name is Corey Stark. I am 36 years old. I was born and raised here in Cottondale,
2 Arkansas. I have lived in other places because my spouse, Taylor, is in the US Air Force. I have
3 worked various jobs wherever we were stationed. We have lived in and out of Arkansas in
4 between tours. When we came back to Arkansas after a stint in New Mexico, I knew that I
5 wanted to raise our kids here no matter what. When Taylor had orders to be stationed in
6 Germany for two years right before Wade died, we opted for me and the boys to stay in
7 Cottondale to give the kids a hometown experience and to be closer to family. To be more
8 hands on with the kids, I took a part-time online customer service job to do in the evenings
9 when the boys went down for bed. Taylor and I had two beautiful boys. We now only have our
10 little guy, Jason. Wade died at a trampoline park on April 23, 2022. I truly wish the boys and I
11 had moved to Germany with Taylor instead of staying here. If so, Wade would still be with us,
12 and I would not be sitting here today.

13 Saturday, April 23, 2022, started out as a wonderful day. Wade was playing on the Pinnacle
14 Pointe High School's JV soccer team. It is almost unheard of to have a seventh grader on the
15 JV team, but Wade was a really good player and big for his age. In fact, Wade was five feet six
16 inches tall. That is almost eight and a half inches taller than an average 12 year old. He
17 weighed 93 pounds, which is a little over the average, but when you count his extra height, it
18 only made sense.

19 Wade and the rest of the team had a great season. At the final game of the JV championship
20 playoffs, we were playing against a powerhouse but managed to pull off the win. It was a very
21 physical game. A lot of the kids on the team were banged up from hard challenges or from
22 crashing the net during corner kicks. During one corner kick, Wade had his legs knocked out
23 from under him, and he fell backwards landing hard on his shoulders and neck. He bounced
24 back up and did not seem to miss a beat. Neither the head coach, Coach Price, nor the team
25 doctor pulled him out of the game, which meant he must not have been hurt. The team was
26 so excited about the win. I was even more excited that the college scouts were looking at
27 Wade. After the game and sideline celebrations, Coach Price decided to treat the team using
28 booster club funds to buy pizza for a late lunch and then some celebratory jump time at the
29 trampoline park. All the parents gave approval for the kids to go to the trampoline park. The
30 kids showered and changed out of their jerseys and into clean clothes. Wade changed into a
31 long-sleeved gray soccer shirt – you know the lightweight sweat wicking kind of shirt. A cold
32 front had passed through the night before causing the temperature to drop.

33 Jason and I followed the bus to the Springs Park location over on West Maple Drive after
34 lunch. I would say we got to Springs Park sometime after 3pm. Wade had been to Springs
35 Park before, but I had not. We had been to several other trampoline parks over the years with
36 no problems as they were great places to play. However, at two years old, I thought Jason
37 was too little to participate. At most trampoline parks, there are different sections of
38 trampolines based on age. This helps make sure the older kids do not bounce too high or
39 launch the younger ones up in the air. There are also watchers in every room, and video
40 monitors in the vending and seating area for parents to watch their kids. For parents who do
41 not want to watch from the video monitors in the vending and seating area, most places have
42 benches outside of each trampoline room for parents to observe – at least that was how
43 most of the parks I had been to before were set up.

44 Springs Park was more crowded than any trampoline park I had taken Wade to before. There
45 were clearly way too many kids and not enough watchers. Kids of all ages and sizes were
46 running around like crazy. I thought the fire marshal would probably have closed the place
47 down when we first arrived had one been there. Against my better judgement and because
48 Wade was so excited to celebrate with his team, we stayed. Staying there was the single
49 worst decision of my life.

50 The diagram of Springs Park, marked as Exhibit #6, is accurate. At the front entrance there
51 was a bank of TV screens, but they were not on when we arrived. Past that entrance, I saw
52 the entertainment areas. To the far left of the entrance was a vending and seating area for
53 adults to watch their kids on screens. Behind that was the arcade area. Directly behind the
54 entrance and screens was an area of special trampolines called the Basketball Slam Zone.
55 The slam zone was broken into sections based on height since the basketball goals were set
56 up to match the height of the participants in each zone. To the right of the slam zone were
57 the foam pit trampolines for kids to launch into pits full of foam blocks. The foam block pits
58 were marked by age, but no one seemed to pay attention to who was in what age section. For
59 instance, I witnessed some big kids – definitely high school – in the two to four year-old
60 section. I never saw any of the watchers or other staff over there. Finally, to the far right were
61 the big trampoline areas. The trampolines were broken up with a jump zone for the younger
62 kids, and then the trampoline Dodgeball Zones for the older kids.

63 As I mentioned earlier, when you first come into the building there were two banks of large
64 screen TV's. I am told they were supposed to constantly display Springs Park's safety
65 warnings, rules, and waivers for participating in the trampoline park. I say, "supposed to,"
66 because none of the screens were working. Instead, there were two people sitting at a

67 counter, handing out waivers to be signed, collecting payment, and distributing colored
68 wristbands. The person I spoke to asked me to sign a waiver form for each of my boys to play.
69 Jason was only two. I said, “No to signing for Jason.” I was told that Jason could easily play in
70 the foam block pits. Again, I declined. Then I asked what was on the form I was to sign. The
71 person shrugged and said, “You know, just stuff saying it is okay for your kid to play on the
72 trampolines.” I asked if I could read the form, and I was told there was not enough time to
73 wait on me with all the people coming in the door. Against my better judgement, I signed the
74 form. I assumed I would get a copy to read later. I never saw the form again until after Wade
75 died and we met with my attorney. The Springs Park Liability Waiver Form I signed looks
76 identical to the one marked as Exhibit #3, and that is my signature. In looking at the form, it
77 is evident that I was rushed to sign it because I never initialed anything on the entire
78 document. I do not ever remember seeing the signage with all the warnings on it like they
79 have marked as Exhibit #2.

80 Wade was very excited about going to Springs Park because of winning the JV Championship.
81 I knew the team would be burning off energy particularly in the trampoline dodgeball zones.
82 Wade was great at dodgeball, and almost always was the last one standing. There were glass
83 walls separating all the different areas of Springs Park, including the hallways. Unfortunately,
84 parents could only sit and observe from the vending and seating area. All the other places
85 like this where we had been before had benches in the hallways for people to sit much closer
86 to everything and watch their kids. The TV’s were working in the vending and seating area so
87 I kept Jason with me, and we watched the screen with Wade appearing on camera every so
88 often. The vending area was probably the only relatively quiet place in Springs Park. I
89 checked a few emails, and looked at Facebook for a couple minutes while Jason and I were
90 waiting. Jason toddled around, climbing on and off the chairs scattered around the room. I
91 had just put my phone down and heard loud screams from the Dodgeball Zone. I looked up
92 at the screen to see what it was and my heart stopped. The screen where Wade had been
93 popping up was full of people standing around someone on the trampoline. I could not see
94 Wade anywhere, and I instantly started heading that way. I scooped up Jason and ran
95 towards the Dodgeball Zone.

96 I saw that there was a crowd coming out from the last Dodgeball Zone, marked 13–and–up. I
97 hoped for just a second that Wade was not in there because he was only 12. Kirby was inside
98 the room’s entrance and looked at me and said, “Wade is hurt.” I remember carefully and
99 quickly walking on the padded springs to get to Wade. Wade was at the edge of the mat next
100 to the padded parts they have to cover the trampoline springs. His eyes were closed, and his
101 head was cocked at a strange angle. He was not moving at all. As I got there, I heard one of

102 the staff calling for an ambulance, who said, “The kid had a bad fall. He is not moving and
103 has a weak pulse, but I heard what sounded like a moan.” I leaned down towards Wade telling
104 him to wake up and how much I loved him. There was someone telling everyone to stand
105 back and not make the trampoline bounce. I remember the Emergency Medical Technicians
106 (EMTs) coming in and telling us to back away from Wade. They took one look at Wade’s
107 position and shook their heads. The EMTs put Wade in a neck collar, put him on a backboard,
108 and loaded him into the ambulance.

109 Jason and I rode in the ambulance with Wade. The EMTs gave him oxygen, but I knew they
110 only did that for me. When the ambulance arrived at the Emergency Room (ER) entrance –
111 only about a three minute ride – the ER doctor declared Wade dead. Saying that I was
112 crushed does not even begin to describe my emotions. An irreplaceable part of my life had
113 been taken from me. Wade had such a short life. He was born September 17, 2009, and died
114 April 23, 2022.

115 The days following Wade’s death were horrible. Taylor had emergency leave to come home
116 from Germany. We buried our son on the following Thursday. Burying a child is the worst thing
117 in the world for parents to do. In the days following Wade’s funeral, I received a copy of the
118 Coroner’s Report for Wade, which is marked as Exhibit #5. The report was very clear that
119 Wade was healthy until his spinal cord was severed between vertebrae C1 and C2 causing
120 his death within minutes. I began thinking about this happening to other families and
121 researched more about trampoline parks. I read Dr. Barton’s article on the internet about the
122 dangers of trampoline parks and other high risk sports. How many kids have to get hurt or
123 killed in places like this before someone does something? I could not take it anymore. After
124 reading Dr. Barton’s article, I decided to seek out an attorney to file suit against Springs Park,
125 Inc. I later spoke with Dr. Barton to give details surrounding Wade’s death along with a copy
126 of the Coroner’s Report. Dr. Barton agreed to testify in this case. We want more than a
127 financial penalty. We want Springs Park, Inc. to stop operating because they killed someone.
128 And not just anyone – they killed our son.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Corey Stark

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2024 Mock Trial Competition.

Anthony Roberts

Anthony Roberts, Notary Public

State of Arkansas

My Commission Expires: 10/24/27

Statement of Kirby Hill

1 My name is Kirby Hill. I am 14 years old, almost 15. I am now a freshman at Pinnacle Pointe
2 High School. I grew up in Cottondale. Wade and I were good friends. We met right after
3 Wade's family moved here. One of Wade's parents, Taylor, is in the Air Force, so they moved
4 around a bunch before relocating to Cottondale right down the street from me. When Taylor
5 was transferred to Germany, Wade's parents decided to keep Wade and his brother Jason in
6 Cottondale. I was so happy when they decided that because Wade and I were great friends
7 and I did not want to see him go. We did everything together; rode our bikes, went jogging,
8 jumped at trampoline parks, went to the movies, and hung out as much as we could.

9 I was at the championship playoff game to cheer on Wade and the rest of the Pinnacle Pointe
10 High School JV Soccer team on April 23, 2022. I do not play soccer because I am into running,
11 trampoline parks, and parkour. Parkour is modeled after military obstacle course training.
12 Parkour includes free running, climbing, swinging, vaulting, jumping, rolling, and so much
13 more. It is lots of fun. When I travel with my parents, I make it a point to go try out different
14 trampoline parks. Someday I would love to compete in American Ninja Warrior. The strength
15 and determination those competitors have is amazing. I am the one who got Wade interested
16 in trampoline parks. There are so many flips and tricks you can do in the air if the trampoline
17 springs are just right. We had been to Springs Park together multiple times before without
18 our parents.

19 Anyway, after Wade's team won the game a bunch of us caught up with the team on the field.
20 It was a tough match and both teams were very aggressive going after the ball and slide
21 tackling. I saw Wade take a couple hard knocks during the game. The hardest hit was when
22 a guy knocked Wade's legs out from under him during a corner kick. Wade went down hard
23 on his shoulders, neck, and head; but he bounced back up and finished the game like
24 nothing happened. While on the field celebrating after the game, Wade told me Coach Price
25 said they were going out for pizza and then some jump time at Springs Park after lunch, which
26 of course I thought was awesome. I was willing to pay my way to hang out with Wade and the
27 team. I rode to the game with another friend's mom, and she agreed to drop us off at Springs
28 Park after getting pizza. I had my cell phone, so my plan was to call my parents for a ride
29 home when we were done, or hitch a ride back with Wade.

30 After eating pizza and hanging around for a while, we left for Springs Park and arrived just
31 behind the soccer team's bus. My friend and I joined the large growing crowd of people going
32 inside. When entering, there were digital display screens that usually showed the waivers

33 and trampoline park rules, but they were not working that day. I have seen the Springs Park
34 Safety Rules, marked as Exhibit #2, plenty of times on the digital display screens when
35 coming in there before. I think there were even a couple of safety rules posters throughout
36 the park. In addition to the screens not working, the iPads we generally use to sign for the
37 waiver form were also not working. Since everything was down, we had to line up at the
38 counter to sign the actual waiver forms, like the one marked as Exhibit #3, pay, and get our
39 color assigned wristbands. You know how it is – sign, pay, get your wristband, and go in. No
40 one was taking the time to read the forms before signing. The more I think about it, I do not
41 know anyone who reads those forms. I do not think I have ever seen my mom read one of the
42 forms before signing. My parents were not with me, so I just signed my own waiver, put my
43 age as 13 on the form and no one asked about it, even though I was only 12 at the time. I got
44 a blue wristband for the oldest group – the 13-and-up crowd, because almost everyone on
45 the JV soccer team was already a freshman at Pinnacle Pointe High School, and I wanted to
46 play in the oldest group like the rest of my friends.

47 Springs Park used to be my favorite trampoline park before Wade died. The reason I liked it
48 best, besides the fact of it being the biggest trampoline park in the state, is that the staff who
49 run the place let us get away with things that other places usually do not allow. We could
50 have two or more people on a trampoline area to get a “double bounce,” which is timing the
51 jumps so that the second person gets launched way high. The Dodgeball Zones were always
52 aggressive. They were aggressive for several reasons. First, there were times when there
53 would be no watchers in the 13-and-up area at all because they were short staffed, which
54 made it kind of a free for all. Then there were times that the staff would egg us on to throw
55 the dodgeball harder or jump higher in the Dodgeball Zones. Finally, I do not remember ever
56 seeing anyone check wristbands when going into the different trampoline areas. The
57 watchers are supposed to look and see what color wristband is being worn. Green for the
58 little kids, then yellow, red, and finally blue for the oldest. The areas are color coded by age
59 and they match the colored wristbands assigned at check-in. When looking at the Springs
60 Park diagram, marked as Exhibit #6, it clearly shows the different areas based on ages. I do
61 not remember ever seeing those rules enforced – except maybe in the area with the little
62 kids.

63 Once everyone made it past the craziness of the front check-in area, we were all having a lot
64 of fun celebrating the win and jumping in the different zones. We took some time in the
65 basketball slam zones getting some big air for our slam dunks. Wade was good at this. To be
66 honest, Wade was great at every sport he ever tried. There were several newspaper articles
67 about how great a soccer player he was, and colleges were falling all over him as a seventh

68 grader to try and lock down his commitment. Wade played church league basketball, and
69 everyone was trying to get him to go out for the high school JV basketball team too.

70 After a while, we left the Basketball Slam Zones, and went over to the far side of the building
71 where the Dodgeball Zones were. Wade wanted to go into the 13-and-up room, because
72 that is where the rest of the team was even though Wade's wristband was red. I know Wade
73 did not have the right color wristband for the blue zoned area, and besides, we had done it
74 before. Wade had on a long sleeve gray t-shirt because it had been a little cooler than usual.
75 As normal, I was in a short sleeved t-shirt. No one ever asked about our wristbands or
76 seemed to notice who was in what room. I really think they just wanted to be sure the bigger
77 kids were not in the little kids' space. Other than that, the staff there did not seem to care.

78 As soon as we went into the Dodgeball Zone for 13-and-up, I knew things were going to be
79 rough. There were a bunch of seniors and some people who looked like they were in college
80 – really big guys. They were throwing at everyone else in the Dodgeball Zone as hard as they
81 possibly could. There were two watchers there when we first went in the zone. One watcher
82 left shortly after and never returned, which left just one person in charge of that huge room
83 full of people trying to kill each other with dodge balls. Occasionally, the manager, Jordan
84 Banner, would step in for a minute or two. I felt like Jordan stepped in the room for the
85 entertainment value and not really working or keeping the peace so to speak. I had previously
86 seen Jordan urge kids to throw harder and do more to knock other kids down. If I had gone to
87 school with Jordan, I would probably refer to Jordan as a bully.

88 After Wade and I first walked in the Dodgeball Zone for 13-and-up, we stayed on the mats
89 against the wall surrounding the trampolines. I think we were both trying to get a feel for the
90 room. Wade was watching his teammates. A round was already going on, and we did not
91 want to jump into the middle of them playing. We agreed to get in on the next round. I saw a
92 lot of hard-hitting dodgeball. The rules say not to intentionally hit someone in the head with
93 the ball, but it was happening anyway. One kid sprang pretty high off the trampoline and an
94 older guy hit him in the face with the dodgeball so hard he kind of flipped backwards in the
95 air and landed on the trampoline flat on his back. That kid's face was so red from the impact
96 of the ball. He bounced back up and everybody cheered. The game finally ended and the
97 biggest guy was the winner. He had to be a varsity football player, or maybe even in college.
98 Let's just say he was huge.

99 There was a five minute break following the last dodgeball round allowing everyone to rest.
100 Once the watcher was back from the break, we started the next round. Wade and I went to

101 different parts of the mat because we have different strategies on playing the game. I stayed
102 toward the middle of the trampoline and ducked and dodged behind different people. I would
103 occasionally bounce high to attract someone to throw the ball at me. I could usually catch
104 the ball when up in the air like that. If you catch a ball someone is throwing at you, then they
105 are out and you obviously have the ball to throw at someone else. Dodgeball in a trampoline
106 park can be something of a free for all. Wade's style of play was a bit different. He stayed
107 toward the back of the trampoline area where the mats cover the springs. It is not as bouncy
108 close to the edges and gives more stability for moving and diving.

109 With the older guys playing, the crowd playing was thinned out pretty quickly from their
110 throws. The watcher was sitting back watching it all. I do not think the watcher said anything
111 positive or negative during the round. After I was tagged out of the game, I went to the front
112 edge of the mats near the room's entrance, which can be seen on the diagram, marked as
113 Exhibit #6. I could see pretty well from the edge of the room. Wade, the smallest of the five
114 remaining, was holding steady. One of the big guys, the same one who got me out and hit the
115 kid in the face the previous round, seemed to always throw directly and only at Wade. I could
116 tell from Wade's smile when he would turn my direction that he was loving the attention and
117 the frustration he created in that guy. The big guy got the ball back after it bounced off another
118 player, and looked directly back at Wade. The guy with the ball faked a hard throw. Wade went
119 for the fake and changed direction back to the right toward the edge of the trampoline where
120 the trampoline and the mats meet. As soon as Wade went for the fake throw, the guy with the
121 ball grinned and hurled it as hard as he could at Wade. Wade awkwardly leapt up to try and
122 dodge the incoming ball, but it did not work. Instead, the ball hit Wade hard in the left
123 shoulder and completely wrecked his balance. He yelled as he fell badly. His head and neck
124 hit the edge of the mats where the trampoline surface meets the springs. There was a
125 sickening cracking noise and Wade did not move. I do not know if he made a sound because
126 everyone gasped when they saw what happened. Some of the bigger kids at the other end of
127 the room were yelling for Wade to get up and get out of the way. Then things got really quiet
128 when he did not move or respond.

129 With the room quiet, Jordan ran into the room and over to where Wade went down. Jordan
130 asked Wade to wake up. When Jordan did not get a response, Jordan checked for a pulse and
131 looked panicked. Jordan immediately pulled out a cell phone and called 911. Everyone
132 stopped moving in the Dodgeball Zone. It was eerie how still and quiet the room was. I could
133 hear everything Jordan was saying to the 911 dispatcher. I do not know how long after that,
134 but Wade's parent, Corey, came rushing into the room and carefully walked along the
135 padded mats covering the springs to get to Wade. Jordan waved everyone else back and said

136 not to make the trampoline move based on Wade's injury. A few minutes later, EMTs came in
137 the room with a backboard and collar for Wade's neck. They got him on the backboard and
138 slid him off of the trampoline and put him in the ambulance. None of that mattered. I could
139 tell from the reaction on Wade's parent's face that Wade was probably dead. Wade never
140 woke up and was declared dead at the hospital. My parents told me they learned Wade's
141 death was due to his neck breaking at the base of his head, which severed his spinal cord.
142 As a result, his body did not know how to continue breathing or pumping blood. Since Wade's
143 death, I have not been back to any trampoline park. I had no idea how dangerous trampolines
144 could be.

145 I was contacted by Dr. Barton after Wade's death. I was asked questions about what
146 happened the day Wade died. It was very hard reliving that day and here I am testifying about
147 it again.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Kirby Hill

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2024 Mock Trial Competition.

William Smith

William Smith, Notary Public
State of Arkansas
My Commission Expires: 12/08/25

Statement of Sam Barton, M.D.

1 My name is Sam Barton. I am 57 years old. I currently live in San Diego, California. I guess
2 you can say I have gone coast to coast, as I grew up on the coast of South Carolina and
3 played all sorts of sports growing up. I followed in my mother's footsteps and went into
4 medicine but combined that with my passion for sports. I earned my bachelor's degree from
5 Northwestern University in Evanston, Illinois, and my M.D. from Johns Hopkins University in
6 Baltimore, Maryland. I did my residency in the shock trauma unit at the University of
7 Maryland Medical Center and left as the senior chief resident. As the senior chief resident, I
8 had so many job opportunities, but the one that looked the most interesting and exciting was
9 working for an NFL team. I ended up with the Indianapolis Colts as their team physician. I am
10 board-certified in Orthopedic Surgery with a specialization in Orthopedic Sports Medicine,
11 which of course includes traumatic sports injuries. I have practiced medicine for 30 years. I
12 have seen almost every type of trauma that people can inflict upon one another or
13 themselves, as well as nearly every type of accident that can occur while participating in
14 sports activities. I currently serve as the Chair of Emergency Medicine at Scripps Mercy
15 Hospital in San Diego. My education, professional experience, licenses, and honors along
16 with publications and professional affiliations are all noted in my curriculum vitae, which is
17 marked as Exhibit #7. What will not be learned from that vitae is that I am also an avid surfer
18 and that was one of the big draws for me to take a position on the California coast.
19 Additionally, I take on consulting work from time to time including testifying in cases all over
20 the country.

21 In late May 2022, I was contacted by attorneys for the Stark family and I agreed to investigate
22 the specifics of Wade Stark's death. In addition to my credentials, the reason I was
23 contacted by the Stark family was because of my February 2022, publication on the dangers
24 of trampoline parks. The article also covered other aspects of non-mainstream sporting
25 activities, which included rock climbing gyms, "Mud Run" events, parkour parks, and the
26 newer "Ninja Warrior" style gyms. This February 2022 publication was about critical safety
27 measures needed for these types of events. The publication received many accolades in the
28 medical circles for the way in which it evaluated the elevated risk and correlated with the
29 higher levels of medical care needed onsite. One aspect of these parks and events most
30 troubling to me as a physician is that they do not have adequate medical care readily
31 available. My recommendation for safety measures would be for all such organizations and
32 events to employ, at a minimum, an Emergency Medical Technician (EMT) Level I staff
33 member at all times when these businesses are open or when these type of functions take

34 place. While adding an EMT does not reduce the number of injuries, it does expedite medical
35 care. This is in agreement with the type of training I received at Shock Trauma, and the
36 theories of care put forth by its founder, Dr. R. Adams Cowley. Of course hiring an EMT is an
37 additional cost to businesses, which is why so many do not hire an EMT. At best, most of
38 these places have high school kids who have been through Red Cross Cardiopulmonary
39 Resuscitation (CPR) and First Aid training. At worst, employees who could not properly apply
40 a band-aid are hired. Even if Springs Park had employed an EMT at all times, there would
41 have been no way to save Wade Stark's life. Based upon my research and investigation into
42 Wade Stark's death, better controls over guests and enforcement of rules, including keeping
43 younger children away from the older participants, would have prevented us from being in
44 court today over this boy's death.

45 For the purposes of my investigation and evaluation of Wade Stark's death, I spoke with
46 Corey Stark, Kirby Hill, Jordan Banner, and Sidney Wilson. I reviewed the Springs Park
47 Diagram marked as Exhibit #6, the 911 Transcript marked as Exhibit #4, and the Coroner's
48 Report marked as Exhibit #5. After speaking with Corey Stark and Stark's attorneys, I knew
49 this inquiry would be difficult for all parties involved. However, I can review a case without
50 emotion. What we in the medical community know largely to be fact is that trampoline parks
51 are inherently dangerous. This is an expansion of the dangers presented by having a
52 trampoline at home. It is a verifiable fact that home insurance is negatively impacted by the
53 presence of a trampoline. Some insurance companies treat trampolines as a greater risk
54 than having a pool on the same property. Heritage Owners Group Insurance is one example
55 of a company with higher premiums for a trampoline than a pool. I have testified in a dozen
56 trials where Heritage was involved. Owning a trampoline is risky enough. Now multiply it
57 many times over and then one can begin to see the amount of risk for a trampoline park with
58 so many trampolines and many more people crowded in one location.

59 Most of the insurance companies and emergency room physicians will tell you the majority
60 of trampoline park injuries come from people crashing into one another. Too many people in
61 too small of a space creates a perfect storm for injuries. Do not even get me started on the
62 quantity of bacteria and viruses that live in the foam block pits at these trampoline parks. As
63 noted by the National Institute for Health (NIH) in the mandatory reporting process for
64 Emergency Room (ER) visits, there are over 100,000 trampoline injuries severe enough to
65 warrant an ER visit in the United States per year. As there is no national regulation, or for that
66 matter no consistent state regulation, we have no record of all injuries which occur at
67 trampoline parks – only the ones serious enough for ER treatment. With that in mind, simple
68 bumps, bruises, sprained ankles, dislocated fingers and the like constitute many more

injuries which go unreported. I would feel confident in projecting the true number of all injuries related to trampoline parks to be on a scale of at least ten-fold compared to the ER statistics. I have reviewed the Springs Park Injury Record Form marked as Exhibit #1 for the period of January to June 2022. It is not surprising to see the types of injuries reported. It also speaks to the NIH statistics and a greater estimation by healthcare workers of undocumented injuries. For all the injuries noted, Wade Stark's was the first incident requiring an EMS unit to be called to this location.

One thing somewhat unique to Wade Stark's death is that it did not involve crashing into another person, but rather with the mats and perhaps the springs beneath. The reduction of risk from not crashing into another person is somewhat increased by the participation in dodgeball while on a trampoline. What I mean by that is two activities which alone carry injury risks coupled together is an increased recipe for harm. Wade was involved in a soccer match earlier in the day with physical exertion and a possible injury reported by witnesses, which included a fall on the neck and shoulder area. Nothing in Wade's autopsy, marked as Exhibit #5, reflected an injury sustained earlier accounting for or contributing to his death. Instead, Wade's death occurred as a direct result of activity at Springs Park and nowhere else because the spinal cord was severed between the C1 and C2 vertebrae causing death within minutes.

The autopsy for Wade Stark indicates an otherwise healthy male with a broken vertebra near the base of the skull. This break caused a sharp shift in the spinal column resulting in the broken bone slicing through the spinal cord. The break would have been very painful and then all feeling would stop. Death most likely followed within a few minutes as his body could no longer regulate his heartbeat or breathing. Prior to the injury, Wade was in excellent health, as was clear because all cardiovascular, respiratory, liver, and gastrointestinal exams came back normal. There were no positive results on any of the toxicology tests. Except for breaking his neck from a very hard impact, Wade should have lived a long life.

In my professional opinion, a fall like that could not have resulted in death without mats being moved, damaged, or not of the right thickness. Wade must have impacted either the springs attached to the jump surface, or the metal framing to which the springs attach. As I have said many times, both in this affidavit and in my other articles on risks with these types of sports, a lack of federal or consistent state level regulation is a major factor in injuries. I know from my research, Sidney Wilson, the owner of Springs Park, is a member of the International Association of Trampoline Parks (IATP). That is a step in the right direction, but this association does nothing more than provide what I would call bare minimum guidelines.

103 When I met Sidney Wilson at Springs Park, I had an opportunity to tour the facility and
104 specifically take a look at the Dodgeball Zone 13–and–up, which is marked on Exhibit #6.
105 Wilson pointed out the Springs Park Safety Rules posters and scrolling on TV monitors that
106 were hanging on the walls, which is marked as Exhibit #2. We left the lobby area and went to
107 the room where Wade Stark died. I conducted an examination of the equipment including
108 the pads; however, I was not allowed access to underneath the trampolines. So, take the
109 pads covering the springs to the trampoline surfaces for instance, which were about one inch
110 thick. Residential thickness is considered to be a half inch thickness. An upgrade beyond
111 that sold by many suppliers comes in a two-inch thickness. In some cases, such as safety
112 equipment and pad thickness, bigger is better. It is true Springs Park exceeded the IATP
113 recommended thickness by using one-inch thick pads instead of half inch thick pads, but it
114 was obvious that the pads were worn thin. When I asked Wilson about the pads, Wilson
115 indicated that the pads had not been replaced since opening. Foam padding over time
116 compresses. Think about your average seat cushion at home. It is thicker by far than the
117 safety pads we are talking about. Even still, these cushions compress over time from use
118 and have to be replaced. It is no different with mats on a trampoline surface. In fact, it is even
119 more important to replace these mats far more often than a seat cushion at home. They
120 undergo far more weight and stress of impact from people falling on them, stepping on them
121 to get to the trampoline surface and so on. Without a set schedule to replace these mats,
122 their ability to protect someone like Wade Stark from the hard metal and springs beneath is
123 greatly impaired.

124 When the totality of the circumstances is taken into account, the combination of a child
125 being in an area with older and larger people, inadequate staffing, lack of trained first
126 responders onsite, the high risk nature of trampoline dodgeball, and safety mats which have
127 never been replaced; it is logical to conclude that the death of Wade Stark was the direct
128 responsibility of Springs Park. The insurance policy for Springs Park should compensate the
129 Stark family for the loss of their child, Wade Stark.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Sam Barton, M.D.

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2024 Mock Trial Competition.

C.H. Gallant

C.H. Gallant, Notary Public

State of Arkansas

My Commission Expires: 12/5/26

Statement of Sidney Wilson

1 My name is Sidney Wilson, and I own three Springs Park locations. Some people try to call
2 me Sid, but I prefer Sidney. I am 55 years old and I have lived in Arkansas all my life. I went to
3 public schools in Diamond City, and then went to the University of Arkansas where I majored
4 in Environmental Science. It was a wonderful school and program which allowed me to be
5 outdoors during my college days. I moved to Cottondale after college and have been here for
6 over 30 years. I love kids and love entertaining them. Personally, I have four kids and we
7 thoroughly enjoy being active. I have worked with kids in one way or another since I was a
8 teenager and took a job as a counselor at Camp War Eagle when I was in college.

9 After moving to Cottondale, I worked as an environmental safety officer for the local textile
10 company. I spent my time split equally between the office and being out and about at
11 different facilities. My job was to make sure all the Occupational Safety and Health
12 Administration (OSHA) and Department of Health and Environmental Control (DHEC) rules
13 were complied with at all times. In making textiles, like someone's shirt for example, there
14 are tons of different chemicals and machines in use. Each has its own set of regulations. We
15 certainly would not want to do anything to pollute our amazing town.

16 In 2013, while still working textiles, I started thinking about the Walmart that closed near my
17 home. The store moved to a newer and bigger location across the street leaving an empty
18 building sitting abandoned. Larger cities have more opportunities like trampoline parks, rock
19 climbing and the like. I said, "Why not us?" and that is how Springs Park got its start. I
20 purchased the old Walmart on West Maple Drive and started converting it into a trampoline
21 park. I worked another year before officially opening Springs Park in 2014. I love exercising in
22 different ways and trampoline parks, like Springs Park, are an amazing way for kids to
23 exercise without knowing it. I feel like trampoline parks help fight the obesity epidemic in our
24 country. Being a small business owner is tough. I put everything I had into getting the first
25 location opened. A lot goes into operating a trampoline park. It is not just putting in some
26 trampolines and saying "Hey, we are open for business." There is research on what
27 equipment to buy, what type and thickness of mats to use, how to maximize space, how to
28 fit within existing regulations like fire codes and so on. I am big on following the rules, so a
29 lot of time went into figuring out what rules existed. Shockingly in the United States, there
30 really are no regulations about trampoline parks. I did the next best thing I could do to
31 operate the trampoline park with safety in mind, which was to join the International
32 Association of Trampoline Parks (IATP) for guidance. I have been a member since 2013.

33 The IATP does a great job explaining to its members what the best practices are for the sport
34 of trampolining, and gives legal, safety, and business guidance. I have followed every IATP
35 guideline in running Springs Park. While I started out with one trampoline park, I now have
36 three locations. The first one opened in 2014, and business exploded from the moment we
37 opened the doors. As I can tell you from my own experience, everyone of all ages wants to
38 jump on a trampoline and being indoors with regulated temperatures makes it so much more
39 enjoyable. In the dead of winter or in the heat of summer, we are open and perfectly regulated
40 at 72 degrees. Shortly after opening, I started thinking about adding a second location.
41 Within two years, I bought an old Sears building and opened the second park. The third park
42 was added in 2017.

43 Regarding trampoline parks, they are designed in such a way to maximize the use of space.
44 Most trampoline parks are located in vacant buildings, such as old grocery stores or large
45 box stores like Wal-Mart. This is beneficial for a few reasons. First, it repurposes older
46 buildings and prevents vacant storefronts, while reducing crime. Second, it massively saves
47 on construction costs. Third, it allows trampoline parks to integrate into the local community
48 as it already exists, which makes us easy to find and centrally located in common places.

49 All of my locations are set up the same way, and look exactly like the Springs Park diagram,
50 marked as Exhibit #6. This consistency makes it easier for the customers coming into
51 different locations of Springs Park, but more importantly it makes it easier for me to shuffle
52 staff around the three locations. With everything laid out the same way, there is no learning
53 curve for staff members or customers in figuring out where things are located. By
54 repurposing buildings we have plenty of interior space with high ceilings, so the process of
55 setting up the crawl space and elevated hallways for the different types of jump zones was
56 easy. We have five Basketball Slam Zones, five zones for foam block pits, and even a
57 dedicated trampoline and observation area for two to four year olds. To top it off, our biggest
58 draw is the trampoline Dodgeball Zones. Each Dodgeball room has eight trampoline mats
59 that measure 16 feet x 16 feet each and can hold a maximum of six people per mat.

60 I have been considering a fourth location a little further out in the suburbs. Jordan Banner
61 has been actively campaigning for me to open a fourth location and wants to be more than a
62 facility manager. Jordan wants to be a full partner at the fourth park. Jordan has been such a
63 great leader at the West Maple location that I would have no problem being in business with
64 Jordan. It might even be my first opportunity to start a franchise. Jordan was a great hire, and
65 has been successful in many different roles. Of my three locations, I never worry about West
66 Maple because Jordan is in charge.

67 With multiple trampoline parks open, I am constantly bouncing from site to site. I visit each
68 location every single day. With my first park, I worked seven days a week. Once I opened the
69 second and third location, I thought it was best to make sure there was at least one day of
70 rest for everyone. As of now, we are open Tuesday through Sunday from 11am to 9pm and
71 closed Mondays. Checking every park daily can be physically demanding, but it is important
72 for me to know what is going on at each location and to have those one-on-one interactions
73 with staff and customers.

74 Once we purchase a building and it is reconfigured to a trampoline park, we work to equip it
75 properly. All the mats and springs purchased are the best quality on the market. High tension
76 springs get a better bounce, and the springs last much longer than standard. We used
77 upgraded protective mats at the edge of the jump surface as well. Standard pad thickness
78 considered acceptable by IATP is half inch thick pads with one inch overlap onto the jump
79 surface. Overlap onto the jump surface means they cover all the springs and at least one
80 inch onto the jumping area. As an extra precaution, the pads for all of my parks are one inch
81 in thickness covering the springs and overlapping the jump surface by four inches. By doing
82 this, it greatly decreases the chances of an injury from a pad shifting out of place – not to
83 mention the mats are twice the recommended thickness.

84 The better trampoline parks – and certainly mine – have numerous staff members on hand
85 to see to our guests' safety with a minimum of fourteen staff working at any given time at
86 each of my parks. IATP recommends one staff person per jump zone, and at least one staff
87 member floating from zone to zone. There are monthly staff meetings and employee
88 trainings to include annual Cardiopulmonary Resuscitation (CPR) / First Aid training and
89 refreshers, customer service lessons, and trainings on how to spot dangerous behaviors that
90 may escalate to injuries. All in all, every new employee receives 40 hours of training
91 shadowing another employee when they start, and then over the course of every year I spend
92 at least 20 hours of time per employee on the various trainings. At \$15 per hour for my
93 average employee pay, that is \$300 per year / per employee I am spending training staff to be
94 the best they can be. That is certainly a cost outside of normal operations. The cost is worth
95 it to make a safer environment for our guests.

96 All good trampoline parks like mine also have a color-coding wristband system based on the
97 guests' age. For my parks, 2–4 year olds wear green, 5–8 year olds wear yellow, 9–12 year olds
98 wear red, and everyone 13 years–and–up wears blue. We do not have any age restrictions
99 other than children less than two years of age cannot participate. IATP does not recommend
100 children under two at trampoline parks as their bones are not developed enough to handle

bouncing. Different areas of the park are designated by the corresponding color. This is a good way to make sure that younger guests do not get trampled on by the older ones, or bounced too high. My staff gently reminds and removes people from any area not matching their color-coded wristband.

The IATP recommends every member park have posted rules, signed liability waivers, and insurance. The park's safety rules, which are marked as Exhibit #2, are posted at each location. In the beginning, the liability waiver forms were done in person by initialing and signing; and then filed by staff. The Springs Park Liability Waiver Form is marked as Exhibit #3. Four years ago, we switched to video display boards in addition to the posters to show both the rules and sample waivers. The rules are standard to those recommended by the IATP. All waivers were then done on iPads stationed throughout the entryway. The great thing about the iPads is that they automatically file the liability waiver form based on the last name typed in the form. The information then goes to a storage server and if there were ever any questions, we could easily find the waiver. If anything went wrong with the iPads, we could always go old school and have guests physically initial and sign the Springs Park Liability Waiver form. The waivers were drafted by my attorney and then was submitted to the IATP. No one there ever objected to any of the wording. I am smart enough to know I should not try to create a legal document myself. I figured if the attorney did the waiver, everything in it should be legal.

The insurance policy for Springs Park is the second most expensive thing I pay for after staffing costs. I go through Sweetgrass Insurance Company (SIC) for insurance coverage. They specialize in businesses with higher risk levels. Everyone assumes a trampoline park is going to have a higher number of injuries and claims. Because of that belief, most every insurance company raises the rates for regular business owners like me trying to earn a living. The IATP has recommended coverage levels based on the different sizes of trampoline parks. I go above and beyond with high coverage amounts for all types of incidents at my locations. The insurance declaration page shows my high coverage levels. The Springs Park Insurance Declaration Page is marked as Exhibit #8. I get discounts from SIC for all the regional and national IATP conferences I attend. I send them the conference agendas as proof of my attendance. Not only does attending the conferences get me a discount on insurance rates, but it is an excellent opportunity to gain additional business ideas and find ways to become more efficient at my parks.

Prior to Wade Stark's death, I have never had an insurance claim. Sure, there have been and we will continue to have minor injuries, which happens with almost any business. Look at

135 grocery stores, for example, where customers report having slipped or fallen off curbs with
136 their grocery carts. I bet there are a higher number of injuries at grocery stores than at my
137 trampoline parks. The injuries that happen most often at trampoline parks, including my
138 own, are people crashing into each other up in the air while jumping. Air bumping usually
139 results in obvious bumps, bruises, and the occasional bloody nose. Outside of that, we get
140 the occasional sprained ankle, or dislocated finger from a guest falling badly. There are
141 always staff members onsite who are trained in first aid. We have ice packs and ace
142 bandages for those emergencies. In fact, the Springs Park Injury Record from January to June
143 2022, which is marked as Exhibit #1, is on hand for review. As part of the IATP standards, we
144 keep a copy of our injury records at every location. The data is available for anyone that wants
145 to request it for review. The number and types of injuries on Exhibit #1, except for this
146 unfortunate death which has only occurred once, is about average for my complexes as well
147 as other trampoline parks that are members of IATP. In addition to our training, liability
148 waivers, and insurance policies, either a facility manager or I conduct daily checks of the
149 equipment at all locations. These inspection checks ensure everything is in good working
150 order, and mats completely cover springs and other hard objects. The inspections also
151 prevent the type of injury we are accused of having caused in this case. A copy of the Springs
152 Park Daily Safety Checklist for April 23, 2022, from the day of Wade Stark's death, is marked
153 as Exhibit #9.

154 I was not at the West Maple location when Wade Stark's accident occurred. The only
155 information I have to go on is what was provided to me by facility manager Jordan Banner.
156 Jordan followed every protocol we have in place by calling 911, clearing out the building after
157 the incident had occurred, and then calling me immediately after shutting down the place. I
158 left for the West Maple location as quickly as I could and arrived at the end of Jordan's staff
159 debriefing meeting. Jordan's handling of such a horrible accident was exemplary. I had been
160 by that morning to check on my staff prior to opening. When I was there, all display boards,
161 iPads, Wi-Fi, and digital servers were up and running properly. Had I known the equipment
162 was down, I would have instructed my staff to curtail the number of people coming in the
163 door, and reallocated additional staff from the other two locations to serve as greeters in
164 order to get the waivers properly read and signed. I was told after the fact that we were two
165 staff members short that day. Being short staffed, meant we did not have a floating staff
166 member to go room to room and we did not have a staff person at the front taking their time
167 getting payment and waivers signed. Jordan was handling the task of floating from room to
168 room in addition to serving as manager, which is another thing I like so much about Jordan's
169 willingness to take care of any task. I hate we were a little short staffed, but we had everyone
170 in the appropriate places. I do not know why or how Wade Stark was in a jump zone with the

171 incorrect wristband. Jordan and I have talked about the importance of keeping everyone in
172 the correct zone. Wade Stark could have been concealing the wristband under his long-
173 sleeved t-shirt that I was told he was wearing that day. Wade's height made him look older
174 than he was, so it is possible if he was hiding the wristband, he would not have stood out as
175 being in the wrong zone.

176 Later that evening, I located Wade Stark's liability waiver form, marked as Exhibit #3, and I
177 reached out to Wade's parent to check on his condition. It was at that time that Corey Stark
178 informed me that Wade had died. Of course, I was devastated and expressed my
179 condolences. I contacted my insurance company, SIC, and my attorney that same evening.
180 I knew with a death, even though we were not in the wrong, I would need to be sure they were
181 informed. I closed the facility on Sunday until the incident could be investigated.

182 SIC is a great insurance company with a very responsive staff and excellent customer
183 service. They documented all the information I knew to report at the time. On Monday, April
184 25th, Bailey Parker was in my office at the West Maple location conducting a review of
185 everything that occurred on the day of Wade Stark's death. We spent some time walking
186 through the chain of events and looking at the equipment in question. Everything checked
187 out and complied with IATP recommendations.

188 Sunday's local newspaper reported on Wade's death indicating he was at a soccer
189 championship earlier in the day. It said Wade sustained a soccer injury and continued to play
190 with the team, which won the championship. The team celebrated their victory by going out
191 for pizza and then to Springs Park. Wade Stark was seriously injured at the trampoline park,
192 transported to the hospital, and died. I think Wade Stark's previous injury playing soccer that
193 same day contributed to his fall and death at my park. I know our mats were of the correct
194 thickness and in the right places. They do not need to be replaced like your typical chair mat
195 because impact is all over the place and not in a single spot. Our mats have not needed
196 replacing since Springs Park opened. Our Springs Park Daily Checklist is marked as Exhibit
197 #9, and clearly shows everything was checked. After the lawsuit was filed, Dr. Barton came
198 out and met with Jordan and me about the accident. We took Dr. Barton and showed him the
199 Dodgeball Zone 13-and-up. We also pointed out that we have extensive safety rule signage
200 in the facility.

201 I truly believe it was an accident. Just that, an incident outside of anyone's control and
202 outside the ability for anyone to lay blame. If any blame were to be laid, it would be at Wade
203 Stark's feet for violating the rules and being in the wrong jump zone with older guests.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Sidney Wilson

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2023/2024 Mock Trial Competition.

Michala Watson

Michala Watson, Notary Public
State of Arkansas
My Commission Expires: 4/3/26

Statement of Jordan Banner

1 My name is Jordan Banner. I am 25 years old. I was born in Magnolia, Arkansas and we moved
2 to Cottdale when I was 11 years old. I am the facility manager at Springs Park, the West
3 Maple location. I earned my bachelor's degree in business from the University of Central
4 Arkansas. I have been working for Sidney Wilson at Springs Park since I was 16 years old.
5 From the first time I went to Springs Park, I knew I wanted to work there. It was a fun place to
6 be, and still is. I had been to Springs Park so often, that I knew the place like the back of my
7 hand. Sidney remembered seeing me there so much that hiring me was an easy decision.
8 When I started, there was only the one location on West Maple Drive, which is where I work.
9 Within one year, Sidney had a second location open, so business was booming. Sidney is a
10 great boss, letting me schedule as many hours as I could fit into the week working around
11 my high school and college schedules before I went full-time after college. The hours are
12 great. Springs Park is now open Tuesday through Sunday, 11am – 9pm. Sidney even has
13 monthly incentive bonuses for increased monthly pass sales.

14 Working at Springs Park is probably part of why I decided on pursuing a degree in business.
15 My goal was to eventually own and operate my own trampoline park. I already knew all the
16 rules, and had read and signed the waiver form many times before ever being employed
17 there. The safety rules are on the digital display boards as well as big posters. Both of which
18 are posted in all the hallways, the vending and seating area, and in the employee breakroom.
19 The Springs Park Safety Rules poster looks exactly like the one marked as Exhibit #2. The
20 Springs Park Liability Waiver Form is marked as Exhibit #3 and is exactly the same on the
21 iPads as well as the hard copy forms. Everyone must initial and sign the liability waiver form
22 either digitally or using a hard copy before enjoying the park. We assume everyone is truthful
23 when signing and completing the waiver. We do not verify ages unless there appears to be
24 an issue.

25 Obviously, once I started working I learned there was a lot more to keeping a trampoline park
26 running smoothly than knowing where everything was. At first, I worked up front making sure
27 people read and signed the waiver forms. Later, I learned to be one of the watchers in the
28 different trampoline rooms. After mastering being a watcher, I became one of the roaming
29 supervisors, moving around throughout the building to cover extra crowded rooms and to
30 provide breaks for the watchers. Beyond that, the only job left was to serve as the facility
31 manager, which is what I do now. There are a lot of long hours working as a facility manager,
32 which often has me working before opening and after closing. But it is worth it to have a

33 smooth-running place where people can have lots of fun and exercise. There is also a lot of
34 cleaning. Everyone from facility manager to watcher to front of house customer service does
35 their share of cleaning: wiping downs iPads, tables, etc. It seems like we go through gallons
36 of hospital grade disinfectant spray and wipes every week in addition to what the nightly
37 cleaning crew uses. If someone touched something, we clean it and more than once, which
38 is the key to keeping the place disinfected and germ free.

39 Being a watcher in those rooms is far more important than anyone would normally think
40 about the job. It requires paying attention to a lot of different things all at the same time. The
41 first thing to consider is keeping an eye on the total number of people coming and going from
42 the room. This is important both for fire code issues, as well as the International Association
43 of Trampoline Parks (IATP) rules for maximum capacity. Sidney is always serious about
44 keeping under those numbers. When at capacity for dodgeball, there can be as many as six
45 people on any one trampoline. There are eight trampolines in a dodgeball room. A dodgeball
46 trampoline measures 16 feet by 16 feet. The watchers have to keep a look out to be sure only
47 people with the right colored wristband are in the correct room. There are a lot of times when
48 younger kids try and sneak into the older zones because they know they can bounce higher
49 and the competition at dodgeball will be tougher. When that happens, the kids are escorted
50 back to the appropriate zone and issued a verbal warning. On the second offense of being in
51 the wrong room, they are asked to leave the park. Finally, the watchers in any given room
52 have to be engaging with the guests in the room. Watchers are to be encouraging and mindful
53 of all the rules to ensure guests have a fun and safe experience. On many occasions, I have
54 pulled a misbehaving guest out of a jump room to take a rest in the hallways and reflect upon
55 their behavior before returning to the age appropriate zone.

56 Sidney is very proud of Springs Park's growth to three locations. Prior to this lawsuit, and
57 hopefully after it as well, Sidney wants to open a fourth location. I am hoping to become an
58 operating partner for the new location and operate it as my own. Fortunately, I have been
59 saving a lot money living at home with my parents while working. It would be a first franchise
60 location for Springs Park. I love my community and trampoline parks. I could not see myself
61 doing anything else.

62 Regarding the lawsuit, I was working as the facility manager for Springs Park located at 141
63 West Maple Drive in Cottondale the day Wade Stark had the accident. A layout of the facility
64 can be seen in the Springs Park Diagram, which is marked as Exhibit #6. The floor plan for the
65 West Maple location is exactly the same for the other two locations. This location is an old
66 Walmart and the other two are closed Sears stores. The day in question was Saturday, April

23, 2022. I started the day conducting a brief staff meeting, which Sidney also attended. Sidney makes a point of visiting every location, every day, and April 23rd was no different. Sidney and I met for a few minutes before anyone else arrived. As the facility manager, I am always early in order to personally conduct the safety inspection of the building and the jump rooms. At that time, everything was in working order. Most of the safety checks have to be done from beneath the jump zones by going room to room in the crawl space with the underlighting turned on for visual checks. As I said, nothing was out of the ordinary and no problems were noted on the Springs Park Daily Safety Checklist for April 23, 2022, which is marked as Exhibit #9.

Sidney and I talked for a little while and we greeted the other employees coming in the door. Sidney left about 30 minutes before we were slated to open at 11am. When it was about five minutes before opening, I noticed we were short a couple of people. I reallocated the two roamers to work individual rooms as watchers. I figured I would help handle the front end with the one other staffer. I would also end up serving as the floater for the day, which was no big deal. It got a little more complicated when the TV display screens and iPads went down around noon. Apparently, the server that controls our front end TV monitors displaying the waivers went down. Fortunately, the monitors in the vending and seating area were still up and running in addition to the payment server. There is, of course, a contingency plan for when the displays go down, so the two of us up front grabbed the loaded clipboards to get waivers signed. We were rushed for a while with this added complication. Most everyone had been to the park before and simply signed at the bottom after initialing the form. The liability waiver form looks like the one marked as Exhibit #3. I do not remember telling anyone they could not read the form before signing. It would be irresponsible for anyone to sign a document like a liability waiver without reading it first. We had a lot of guests coming in pretty much from the time we opened until Wade Stark's accident.

Once things were calm up front, I started moving around checking on all of the rooms, the guests, and staff members. Each time I got to the Dodgeball Zones, I encouraged everyone in a friendly way to play harder. Everyone likes a little encouragement and it makes it more exciting. I made two walk-throughs of the building prior to Wade Stark's accident.

I was on my third round of walking the building and about to start setting up a break rotation with the staff a few minutes after 4pm. That is when I heard all of the noise in the whole place abruptly stop. It cannot be helped but to get a feeling something bad has happened when a room quickly gets quiet in any setting. The voice I heard calling for help I now know was that of Kirby Hill. I ran down the hallway to the Dodgeball Zone 13—and-up. When I got there I saw

101 someone, now identified as Wade Stark, lying at the edge of the jump surface and the mats,
102 which covers the springs and framing. His head looked to be at an odd angle. I immediately
103 started our safety protocol. I had the watcher in the room have everyone carefully and slowly
104 move to the side and edges of the room. This was done to minimize the movement and
105 bouncing on the trampoline where Wade was laying. I recognized Kirby Hill as one of our
106 regular guests, who was sitting on the mat close to Wade. I carefully went over to Wade since
107 he was not moving. I pulled his long sleeve gray t-shirt up to check his pulse and noticed he
108 was wearing a red wristband. I instantly knew Wade was in the wrong jump zone.
109 Unfortunately, Wade had a very weak pulse. I immediately dialed 911, called in the injury,
110 and asked for Emergency Medical Services (EMS) to hurry giving them our location. The 911
111 transcript, marked as Exhibit #4, has me as the caller. Wade Stark's parent came into the
112 room with a young child about the same time as I was calling 911. His parent was kneeling
113 beside Wade when EMS arrived.

114 Once Wade was transported by EMS, I got on the portable radio to all staff announcing we
115 were closing due to safety reasons for the rest of the day, effective immediately. We calmly
116 asked all guests to head for the exit. I closed the place so we could review everything and
117 address what happened. We checked the building once everyone was out to be sure no one
118 had been missed. We checked out the room where the accident happened. There really was
119 nothing that could have been done any differently and nothing came up on the safety re-
120 inspection.

121 After clearing out the building and before conducting the re-inspection, I called to inform
122 Sidney about the accident. Once the re-inspection was done, I sat all the staff down to talk
123 through what happened. This was an opportunity for everyone to say what they saw, and also
124 for the staff in the room where the accident happened to talk through the emotions they were
125 feeling. I did not see the fall or what led up to the fall. Yes, we have video cameras throughout
126 the facilities. However, the cameras are for real time video for the parents to observe in the
127 vending and seating area. The only cameras in the facility with recording capability are in the
128 main office and by the cash register up front. Everyone has cell phones these days, but no
129 one came forward with photos or videos of the accident.

130 Sidney arrived a few minutes before we wrapped up the staff debriefing and we sent everyone
131 home after the meeting. Sidney and I discussed the situation at length as well. We personally
132 rechecked the mats and hardware for a second time under the jump area in which Wade fell.
133 Everything was in good operating order and the mats were secured correctly to the springs
134 and trampoline frame. Before leaving for the day, I made sure to complete the Springs Park

135 Injury Record Form, which is marked as Exhibit #1. I mentioned that I had noticed Wade was
136 wearing the wrong color wristband to have been in that zone. I do not know how he got in the
137 Dodgeball Zone 13—and-up. Our staff is always careful to watch for the colored wristbands
138 when guests come in each room. From the way it was described, I think the accident could
139 have happened in any of the Dodgeball Zones. This severe of an accident has never
140 happened before in any of the Springs Park locations. Sadly, this was one of those
141 unfortunate accidents that lets us see how frail the body really is.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Jordan Banner

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2023/2024 Mock Trial Competition.

Miriam Easley

Miriam Easley, Notary Public

State of Arkansas

My Commission Expires: 12/08/26

Statement of Bailey Parker

1 My name is Bailey Parker. I am 54 years old. For the past year, I have been working as an
2 independent safety consultant for a company I call Safety Defense. I am based in Billings,
3 Montana. Prior to my current position, I was in the insurance business for almost 33 years. I
4 live in Billings with my spouse of 30 years and my not so sweet mother-in-law. I went to the
5 University of Montana for my undergraduate degree in business administration. Safety
6 consulting is not a degree that can be obtained at college. I just happened upon a job in
7 insurance one summer during college and was with the Sweetgrass Insurance Company
8 (SIC) until I started my independent risk management consulting company. The insurance
9 company was good to me. I truly enjoy what I do guiding people through the insurance
10 process. I like being prepared for everything and helping people prepare for the unexpected.
11 When I first worked in insurance there was a lot I could do while not being a licensed
12 insurance agent like billing, in-take calls, and processing claims. It was right after college
13 that I started studying for the insurance boards. I got certified as an insurance agent in
14 Montana about two weeks after I turned 21.

15 Once certified, I have done about every imaginable task in the insurance field. I worked as a
16 local agent in sales and customer service. I have worked as a home and auto claims adjuster.
17 I have been an agency branch manager, and a regional manager. I transitioned to the
18 corporate side of claims like this case here in Arkansas. I must say, I like working the
19 corporate side of claims far better than individual claims. Corporate claims are much easier
20 and less emotional – usually – than with individual client losses. But there is certainly a lot
21 of emotion with this case.

22 About a year ago, SIC decided to restructure its processes and fifty percent of the traditional
23 claims workers were given retirement. Given my background and experience with
24 investigating losses and providing guidance to clients for loss prevention, I decided to start
25 a Safety Defense risk management consulting business. SIC still hires me to investigate
26 losses for them, but now I am simply hired on a job-by-job basis and provide my opinions
27 about claims. I also joined applicable loss prevention trade associations. I have been a
28 speaker at two meetings held last year by the International Association of Trampoline Parks
29 (IATP). I spoke about the IATP recommendations for operating facilities safely and I discussed
30 my war stories of the handful of trampoline injury cases that I investigated while I was still
31 working at SIC. None of those cases involved deaths, but I did have some severe neck, leg,
32 and arm injury cases.

SIC is something of a specialty insurance provider, specializing in higher risk type policies. On the individual side of things, it means providing auto policies for people who have a Driving Under the Influence (DUI) conviction or two in their past, or it can be for homeowners who have had too many claims to be carried by one of the more common general purpose insurance companies. SIC's premiums are higher, but that is because they accept that there is a higher level of risk with these types of clients. For the corporate side of SIC, the company does not insure businesses with bad reputations, but rather businesses involving unusual types of activities which one could consider high risk in themselves. SIC insures gun ranges, archery centers, skydiving facilities along with trampoline parks, parkour parks, skate parks, whitewater rafting businesses, and even some public pools operated by municipalities. While these unique businesses offer fun things to do, at the same time they carry an inherent risk to the businesses and municipalities that run them. With risk comes cost. Though I must say, the cost of insurance as opposed to simply being out on your own if an accident occurs, is an easy cost to justify.

SIC contacted me immediately after they received notice of this claim so that I could investigate it and provide my expert assessment. I was already aware of Springs Park because I worked with them while I still worked directly for SIC. SIC holds the policy for all three Springs Park locations, which is a model client. When I was at SIC, I wished all of our clients were as organized and courteous as them. Springs Park was always on time or early with their payments and they were always up-to-date on everything asked of them. Appropriate signage of both risk and rules are posted throughout their facilities. Their safety rules appear as posters and in digital display boards, which are marked as Exhibit #2. I know this because I have evaluated their facilities to assess their risk. The Springs Park Diagram of the facilities is marked as Exhibit #6. Springs Park is divided into multiple entertainment areas to include an arcade and vending and seating area for the guests. It also has a basketball slam zone section, a foam block pits section, the trampoline dodgeball section, and I especially like the trampoline area for the little ones with the observation room. Each section is broken down by age group. I wish I had a Springs Park near my house, because I would love to take my first grandchild and watch from the observation room.

Having safety rules is very important for a place like Springs Park. The signage says, "Springs Park is a fun and healthy activity for just about any age, shape, or ability." Sidney Wilson, the owner, even goes above and beyond the basic requirements of safety by being a member of the International Association of Trampoline Parks (IATP). As an insurer, SIC likes things which show responsibility and lessening of risk. Sidney Wilson is constantly attending conferences to learn more about safety and submits the agendas for proof of attendance. The staff at

68 Springs Park conduct daily safety checks, an example of which is marked as Exhibit #9, as
69 well as maintaining a running list of injuries no matter how minor. Tracking this information
70 helps us not only assess the likelihood of a claim against our client, but generally lowers the
71 risk for SIC as the insurer.

72 The injury record for the time period in question is from January to June 2019, is marked as
73 Exhibit #1. Prior to this claim and lawsuit, Springs Park never had a claim of any kind with
74 SIC. Not to mention, no one was ever injured badly enough to require 911 assistance. With a
75 business of this type, no claims makes for an excellent record. Of course SIC and the IATP
76 require Springs Park to have initialed and signed liability waivers as a way to protect them in
77 case a question of liability comes up. The Springs Park Liability Waiver Form is marked as
78 Exhibit #3. The liability form covers multiple things and not just injuries. It includes release
79 of liability and indemnification, which basically means Springs Park is not responsible for
80 any harm or loss. The waiver form also includes consent to any attorney's fees, release for
81 photos, expresses an understanding of the liability form and acknowledges South Carolina
82 laws will apply should a lawsuit be filed. Part of the SIC insurance policy for Springs Park
83 does include legal representation.

84 A copy of the Springs Park Insurance Declaration Page, or "dec page" as it is more commonly
85 called, marked as Exhibit #8, shows the annual insurance coverage. Springs Park was very
86 thorough in the insurance they obtained from SIC. Springs Park exceeded the mandatory
87 minimums for insurance coverage. Their coverage includes the structure, personal property,
88 commercial liability, and medical payments. Additional coverages were added to the policy
89 to include building ordinance or law coverage, sewer and water damage for building and
90 contents, as well as equipment damage excluding normal wear. The annual premium for the
91 West Maple Drive location is over \$9,000.

92 My involvement with this case started on April 23, 2022. SIC was contacted by Sidney Wilson
93 on the same day. Sidney Wilson reported that an injury resulting in death occurred on the
94 property of the insured and an insurance claim was likely. SIC immediately dispatched me
95 as the independent investigator to the West Maple location. I understand that the trampoline
96 park stayed closed on Sunday and Monday, so the facility was in the same condition when I
97 showed up. I arrived Monday afternoon, April 25th and began working the claim immediately.
98 I met with Sidney Wilson at Springs Park and we walked and talked through the incident. We
99 examined the Dodgeball Zone for 13-and-up, the equipment underpinning the bounce
100 surfaces for that room, and we went through the Springs Park Daily Safety Checklist for April
101 23, 2022, marked as Exhibit #9. It was not only clear that Wilson's staff did a daily safety

102 check of all rooms in the facility, but that the room in question was re-checked by the facility
103 manager, Jordan Banner, and again by Sidney Wilson. No problems were found with the
104 equipment in the inspections.

105 We looked at the waiver form signed by Corey Stark on April 23, 2022, for Wade Stark.
106 Everything seemed in order from our insured that both Springs Park and SIC would be
107 protected against a payout. Once the lawsuit was filed, I was informed that Corey Stark
108 claimed to not have been able to read the waiver before signing the form. Exhibit #3 clearly
109 shows that Corey Stark signed the form. No one should ever sign a liability waiver form
110 without reading it first. Since this one was signed, I assumed Corey Stark, as a responsible
111 parent, read it before signing. Signing a liability waiver form should not be taken lightly. A few
112 days later, I reviewed the 911 transcript for April 23, 2022, which is marked as Exhibit #4. In
113 reviewing the transcript, the staff member identified as Jordan Banner did a good job
114 conveying relevant information and appeared to handle things in a very professional manner.

115 Based upon all of the information provided to us including the liability waiver signed by Corey
116 Stark, I recommended to SIC that there was no reason to approve the claim against Springs
117 Park, which was filed May 4, 2022. The fault was not with Springs Park for the unfortunate
118 accident, but with the individual using the trampoline park. It is tragic that Wade Stark died,
119 but a waiver was signed, and he was in a bounce area that he was not supposed to be in
120 based on his age. Perhaps the staff on duty should have been more careful to recognize he
121 was in a place he did not belong, but people in general need to take far more responsibility
122 for their actions. Not every accident has someone at fault. Not every injury can be prevented.
123 If someone asked, could the same injury have occurred had Wade Stark been in the correct
124 area? The answer is absolutely. Did being in the wrong room increase the risk of injury?
125 Absolutely. Did Corey Stark sign a waiver absolving Springs Park of liability? Absolutely. There
126 is nothing more I can say other than it is not Sweetgrass Insurance Company's responsibility
127 to compensate the Stark family for the death of their son.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Bailey Parker

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the 2024 Mock Trial Competition.

A.G. Molli

A.G. Molli, Notary Public

State of Arkansas

My Commission Expires: 12/15/26

Springs Park Injury Record 1/1/2022 to 6/30/2022
114 West Maple Drive

Date	Time	Injured	Employee Recoding Injury	Type of Injury	Assistance Provided	911 Called
1/12/22	6:45pm	Lacey Byrd	Jordan Banner	Skinned Knee	Provided neosporin and 3 bandaids	NO
2/5/22	7:19pm	Joey Jackson	Evan Day	Twisted Ankle	gave ice pack + ace bandage	NO
2/13/22	8pm	Colt Mius	Jordan Banner	Sprained Ankle	Provided Ice pack and ace bandage	NO
2/21/22	5:16pm	Bradley Miller	Emma Mason	Wrist injury	Provided Ice pack and ace bandage	NO
3/1/22	8:15pm	Sharika Timms	Tommy Kirk	Scraped hand	gave neosporin and 1 bandaid	NO
3/3/22	4:45pm	Sandy Jacobs	Anna McGee	Finger injury	Provided ice pack	NO
3/16/22	11:40pm	Todd Morgan	Denn McQueen	twisted ankle	gave ice pack + ace bandage	NO
3/31/22	10:45am	Noah Andrews	Evan Day	Bloody nose	Provided Cotton packing. closed jump room + cleaned thoroughly	NO
4/18/22	6:35pm	Lacey Byrd	Jordan Banner	Wrist injury	Provided Ice pack and ace bandage	NO
4/23/22	4:06pm	Wade Stark	Jordan Banner	Neck injury	Stopped all movement on court, called 911 closed location	Yes
4/28/22	1:15pm	Joel Leon	Denn McQueen	Skinned Knee	gave neosporin and 2 bandaids	NO
5-1-22	7:40pm	Evan Ross	Charlie Ramirez	Wrist	gave charlie, ice pack and ace bandage	NO
5/1/22	8:10pm	Shane Smith	Emma Mason	dislocated Finger	Provided ice pack	NO
5/25/22	11:05am	Lacey Byrd	Emma Mason	twisted ankle	gave ice pack and ace bandage	NO
5/31/22	7:50 pm	Marcus Adams	Evan Day	Cut on Finger	Provided neosporin and 2 bandaids	NO
6-12-22	6:45pm	Maria Sanchez	Charlie Ramirez	Knee injury	gave Maria Ice Pack and ace bandage	NO
6/19/22	5:25pm	Lake Williams	Jordan Banner	Bloody nose	gave cotton packing closed jump room and cleaned thoroughly	NO

**WARNING: TRAMPOLINING IS AN ACTION / EXTREME SPORT AND IS AN
INHERENTLY DANGEROUS ACTIVITY.
JUMP AT YOUR OWN RISK AND JUMP WITHIN YOUR ABILITY.
THIS IS NOT A VIDEO GAME, THERE ARE NO DO-OVERS.**

SPRINGS PARK SAFETY RULES

**Jumping at Springs Park is a fun and
healthy activity for just about any age,
shape or ability.**

- DO NOT jump if you are pregnant or have any health problems.
- Only jump on the trampolines, do not jump or land on padding or platform. The mats are hard and can cause injuries to your head, feet, knees, back and ankles.
- ALWAYS JUMP AND LAND ON TWO FEET. This is critical for safety. To perform a safe landing (or jumping stop), land on two feet, with legs apart, knees bent, and arms in front.
- If falling, try to land on your back or “ball up.” The key is to keep your arms close to your body to avoid twisting your wrists or injuring our arms, elbows, or shoulders.
- NO flips, inverts, or tricks over the padding.
- NO rough-housing, wrestling, racing, tackling, shoving, or playing tag.
- NO food, drink, or gum allowed in the trampoline zones or foam block pits.
- NO belt buckles, clothing studs, keys, key chains, or sharp objects on apparel or in pockets. Empty your pockets before jumping.
- NO “foreign” objects on the trampoline – keys, cell phones, change, cameras, etc.
- NO shoes or bare feet allowed on trampolines – socks only.
- NO ONE under the influence of drugs or alcohol allowed in Springs Park.
- When jumping into the foam pit, you must first check that you will be the only individual entering the foam pit to avoid landing on someone.
- If crossing from one trampoline to another, look around in order to check that you will not collide with another jumper.
- If you already know how to perform a safe trick or flip, you must be on your own trampoline, with no one else around you in order to try it.
- If you are playing dodgeball or basketball, do not throw balls directly at people’s heads.
- NO sitting or resting on the trampolines or pads.
- NO running on the pads.
- FOLLOW instructions of the watchers at all times.

Springs Park Liability Waiver Form

**PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION
(PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS.)**

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodgeball, trampoline basketball, foam block pit activities, the arcade and vending area and any other amusement activities (collectively "ACTIVITIES"), provided by **Springs Park** and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (hereinafter collectively referred to as "SP"), I, on behalf of myself, and/or on behalf of my minor child(ren), hereby agree to forever release, indemnify and discharge SP on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

____(INITIAL) (1) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge SP and agree to hold it harmless of and from all, and all manner of action and actions or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by SP, whatever the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of SP.

____(INITIAL) (2) **INDEMNIFICATION:** I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by SP, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments SP incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to SP and/or any and all other persons and entities acting in any capacity on behalf of SP.

____(INITIAL) (3) **ATTORNEYS' FEES:** I promise to indemnify SP for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of SP, pre-judgment and post-judgment shall accrue thereon at a rate of 10% per annum.

____(INITIAL) (4) **PHOTO RELEASE:** By entering SP and participating in the ACTIVITIES, I hereby grant SP on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with SP and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind.

____(INITIAL) (5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each time I or my child(ren)/ward(s) visit SP, whether at the current SP location or any other SP location.

____(INITIAL) (6) **VENUE/ARBITRATION:** In the event a lawsuit is filed against SP, I agree to the sole and exclusive venue of Natural County. I further agree that the substantive law of Arkansas shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in Natural County, Arkansas, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

____(INITIAL) (7) I further certify that I am either eighteen (18) years or older, or that I am the parent or legal guardian of the child(ren) listed below on this Agreement, or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed below.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)'s right to maintain any action against SP on the basis of any action against SP on the basis of any claim from which I have released SP and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Parent or Legal Guardian Signature (Only 18 or older can sign for themselves)

Name: Corey Stark Date: 4/23/22
Birth Date: _____ Phone: 501-555-1268 Email: _____
Signature: Corey Stark

ENTER FULL NAME AND BIRTH DATE OF ALL FAMILY MEMBERS UNDER THE AGE OF 18

Name: Wade Stark Birth date: 9/17/09
Name: _____ Birth date: _____
Name: _____ Birth date: _____

04-23-2022 16:06

Dispatch: "Emergency 911. Is your emergency Police, Fire, or Medical?"

Caller 1: "I'm at Springs Park. A kid had a bad fall on a trampoline and is not moving. He has a weak pulse."

Dispatch: "I need your name and location, please."

Caller 1: "My name is Jordan Banner."

Dispatch: "Can you confirm the address?"

Caller 1: "It is Springs Park at 141 West Maple Drive."

Dispatch: "EMS (Emergency Medical Service) 2, Prepare to copy."

EMS 2: "EMS 2. Go ahead dispatch."

Dispatch: "Report of a person unresponsive at 141 West Maple Drive. Caller states victim injured on trampoline at Springs Park. Your incident number is 47-042217-811, and time of dispatch is 16:08."

EMS 2: "EMS 2 copies. We are in route to 141 West Maple Drive for report of an unresponsive person. We have an ETA (estimated time of arrival) of three minutes."

Dispatch: "Good copy."

Dispatch: "I dispatched EMS to 141 West Maple Drive. I need you to stay on the line with me. We need to know what is happening."

Caller 1: "OK."

Dispatch: "Do you know the name of the individual who is unresponsive?"

Caller 1: "No, it is just one of the guests at Springs Park."

EMS 2: "Dispatch, EMS 2."

Dispatch: "Go ahead EMS 2."

EMS 2: "EMS 2 on scene."

Dispatch: "Copy. EMS 2 on scene at 16:11."

Caller 1: "Thank goodness, EMS is here. I'm going now." – CALL END

ARKANSAS STATE CRIME LABORATORY

Name of Deceased	Wade Stark	County	Natural
Age	12	Date of Birth	09/17/2009
Height / Weight	66" / 93 lbs.	Date of Death	04/23/2022
Gender	Male	Time of Death	16:25

MANNER OF DEATH

<input type="checkbox"/> Natural	<input type="checkbox"/> Homicide	<input type="checkbox"/> Suicide	<input checked="" type="checkbox"/> Accident	<input type="checkbox"/> Undetermined	<input type="checkbox"/> Other
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PURPOSE OF REPORT

(X) Autopsy	() Limited Dissection	() External Exam		() History Review	
PERFORMED BY	Henry McCoy, M.D.	Date	04/25/2022	Hour	12:05
SIGNED	Henry McCoy, M.D.	Date	04/25/2022		
APPROVED	Luke Charles, M.D.	Date	04/26/2022		

CAUSE OF DEATH

External Examination:

The body is that of a juvenile, approximately 66" in height, and weighing 93 lbs.

Internal Examination:

The following excludes the described injuries. The soft tissues and typically positioned internal organs lack unusual odor or atypical color. The soft tissues have normal appearance with minimal decomposition.

Cardiovascular: The heart is normal size and weight for patient's age and appears structurally normal.

Respiratory: The lungs are normal size and weight. Tissue are normal.

Liver: The liver is normal.

Gastrointestinal: The typically formed tongue, esophagus, junction at the stomach, and gastric area are without note. The stomach, large bowels, and small bowels appear normal.

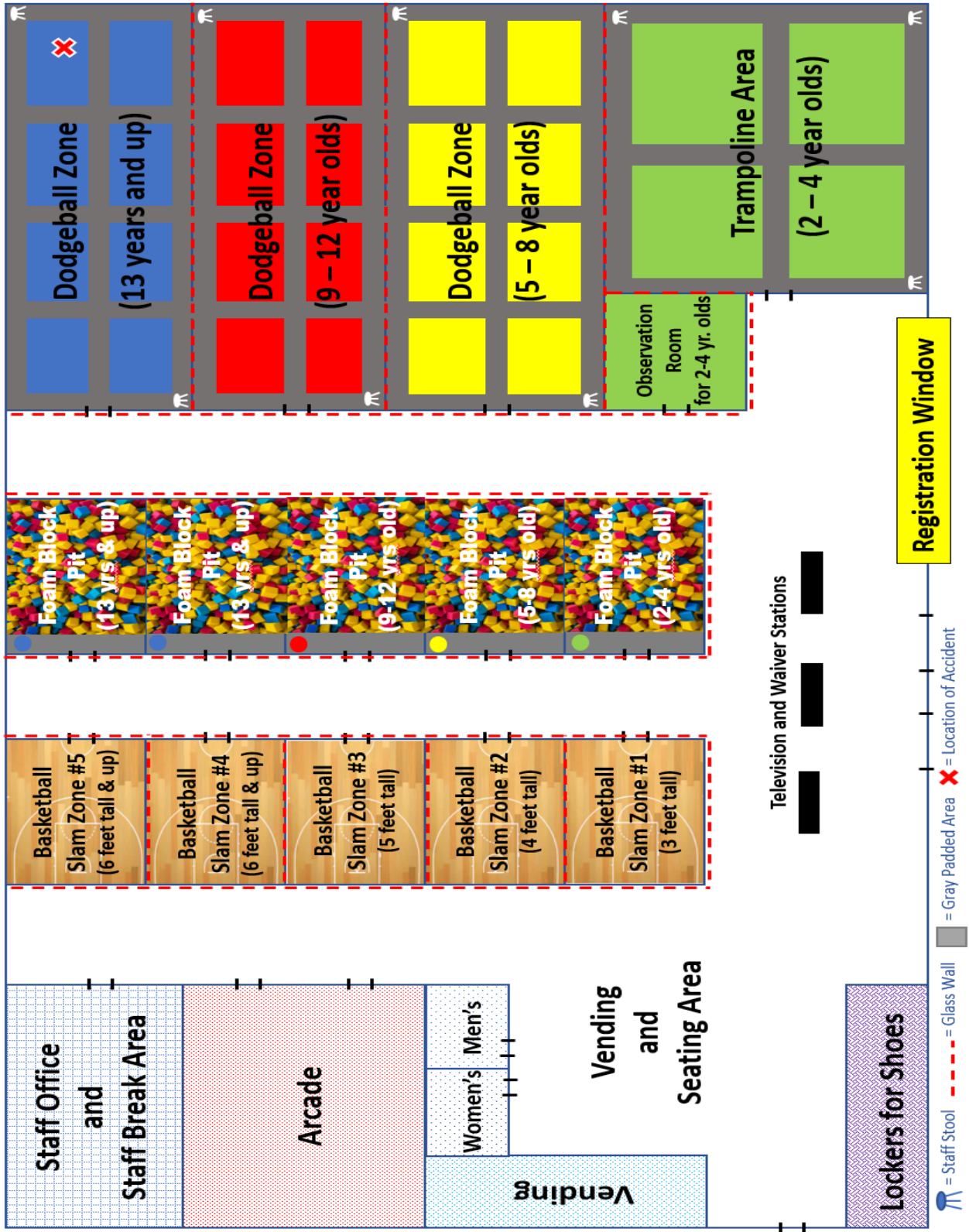
Toxicology: All toxicology tests came back negative with no trace of toxins.

Other Procedures:

1. Documentary photographs are obtained.
2. Blood is submitted for serological analysis.
3. Head and body hair is submitted.

Autopsy Findings: At the time of death, this was an otherwise healthy 12 year old showing no evidence of other trauma.

Cause of Death: Spinal cord severed between the C1 and C2 vertebrae causing death within minutes.



Sam Barton, M.D.

5311 Los Robles Avenue • San Diego, California 92025 • 619-555-2695

SBarton@scrippsmercy.org

EDUCATION

Johns Hopkins University Medical School, Baltimore, Maryland

M.D. with an emphasis in trauma, 1993

Northwestern University, Evanston, Illinois

B.S. in Biology and Chemistry, 1989

PROFESSIONAL EXPERIENCE

Chair of Emergency Medicine, Scripps Mercy Hospital, San Diego, California

Physician, Chief of Emergency Medicine Department, 2012 – present

Physician, Scripps Mercy Hospital, San Diego, California

Emergency Department, 2002 – 2012

Physician, Indianapolis Colts National Football League, Indianapolis, Indiana

Team Physician, 1999 – 2002

Medical Resident, Shock Trauma Unit

University of Maryland Medical Center, Baltimore, Maryland

Senior Chief Resident, 1999

Internal Medicine Residency Program, 1993 – 1998

LICENSES AND HONORS

- Board certified and licensed to practice medicine in Maryland (1998) and California (2002)
- Emergency Medicine Foundation Center of Excellence Award, 2018
- Dean's Scholar Award, Johns Hopkins School of Medicine, 1993

PUBLICATIONS

Over 50 scholarly peer-reviewed journal articles, including:

- *The Rise of Traumatic Injury from Non-Mainstream Sports* (February 2022)
- *The Efficacy of Trauma Physicians in Close Proximity to Prof. Sporting Events* (March 2018)
- *Trauma Resource Allocation in Emergency Depts. During Mass Casualty Events* (June 2015)

CERTIFICATIONS and PROFESSIONAL AFFILIATIONS

- American Medical Association
- American Board of Internal Medicine, Internal Medicine
- American Board of Trauma Medicine
- American Board of Pediatrics, Pediatric Trauma
- Board Certified Fellow – Sports Medicine
- Board Certified – Orthopedic Surgery



Sweetgrass Insurance Company



Customer Information

SIDNEY WILSON
Dba SPRINGS PARK
114 WEST MAPLE DRIVE
COTTONDALE, AR 72123

Agent Information

SWEETGRASS INSURANCE COMPANY
388 ANDREW JAMES RD
BILLINGS, MT 59292
Phone Number: (406) 555-9003
Agent # 42139201

POLICY PERIOD:

07/1/2021 to 6/30/2022

PREMIUM SUMMARY

Premium

Primary Coverages – Essential	\$9,068.00
Other and Optional Coverages *	\$988.00
Discounts and Surcharges	-\$606.00
Your total policy premium for 12 months is:	\$9,450.00

COMMERCIAL LOCATION: 114 West Maple Drive, Cottondale, Arkansas 72123

PRIMARY COVERAGES

Structure	\$552,400
Commercial Liability	\$1,500,000
Personal Property	\$276,000
Medical Payments	\$1,000,000

DEDUCTIBLES

Amount

All Perils Deductible	\$1,500.00
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* OTHER AND OPTIONAL COVERAGES

Limit

Premium

Building Ordinance or Law Coverage	10%	Included
Sewer and/or Water Damage for Building and/or Contents	\$200,000	Included
Loss Assessment	\$500	Included
Equipment Damage Excluding Normal Wear	\$200,000	Included
Medical Payment: Up to \$250,000 per person and Maximum of \$1,000,000 per claim		

Sweetgrass Insurance Company (SIC)

This is not a contract, but confirms that the coverages displayed are in effect.

Springs Park Daily Safety Check April 23, 2022
114 West Maple Drive

Date	Time	Employee Conducting Check	Room	Equipment/Status	Service Needed
4/23/22	9:15	Jordan Banner	Staff Room	ordered more bottled water	Yes
			Arcade	1 bill changer out of order, ^{called} in repair	Yes
			Vending	no needs	no
			Women's Bathroom	no needs	no
			Men's Bathroom	no needs	no
			Locker area	2 lockers missing keys, ^{Called for new ones}	Yes
			Ball Zone #1	checked springs, Mats + B&B goal	no
			Ball Zone #2	" "	no
			Ball Zone #3	" "	no
			Ball Zone #4	" "	no
			Ball Zone #5	" "	no
			Foam Pits 13+ up (2)	checked block level	no
			Foam Pits 13+ up (1)	" "	no
			Foam Pit 9-12	" "	no
			Foam Pit 5-8	" "	no
			Foam Pit 2-4	" "	no
			Lobby area	turned on all monitors	no
			Trampoline 2-4	checked all springs + mats	no
			Observation 2-4	rearranged chairs	no
			Dodgeball 5-8	checked springs + mats	no
			Dodgeball 9-12	" "	no
			Dodgeball 13+ up	" "	no
			Hallways	Made sure halls clear of obstacles	no
4/23/22	5:15	Jordan Banner	Dodgeball 13+ up	re-checked all springs + mats	no
4-23-22	6:19	Sidney Wilson	Dodgeball 13+ up	re-checked all springs + mats	NO