

AIRHEADS TRAMPOLINE ARENA, LLC PARTICIPANT AGREEMENT AND WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The undersigned individual named below (referred to as “I” “you” or “me”), in consideration of being permitted by AirHeads Trampoline Arena, LLC, a Minnesota limited liability company and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms or entities claiming by or through them or acting on their behalf (collectively “ATA”) to participate in ATA’s activities and to use equipment and facilities owned or operated by ATA (collectively the “Activities”), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, estate and insurers, agree to all of the following terms and conditions:

- 1. Nature of Activities. I AM AWARE AND FULLY UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES IN NATURE AND ENTAIL KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN SERIOUS PHYSICAL OR EMOTIONAL INJURY, PARALYSIS AND/OR DEATH AND/OR PROPERTY DAMAGE TO MYSELF, CHILD OR THIRD PARTIES. ADDITIONAL RISKS INVOLVED WITH PARTICIPATION IN THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO: SLIPPING AND FALLING, COLLISION WITH FIXED OBJECTS OR PEOPLE, INJURIES SUCH AS SPRAINS, FRACTURES, SCRAPES, BRUISES, CUTS, DISLOCATIONS, PINCHED FINGERS, SERIOUS INJURIES TO THE HEAD, BACK OR NECK, NEGLIGENCE OF OTHER PARTICIPANTS IN THE ACTIVITIES, MYSELF OR MY CHILD; MY OWN OR MY CHILD’S PHYSICAL CONDITION; PHYSICAL CONTACT WITH OTHERS; AND FAILURE TO WARN OF AN INHERENT RISK.**

Participation in the Activities involves physical exertion and persons participating should be in sufficient good health to participate. I represent that if I am signing as a legal guardian of any minor child listed at the end of this Agreement (a “Minor Child”), my Minor Child and I are in sufficient good health to participate in the Activities and I am not aware of any pre-existing physical or medical condition, which would be impacted or worsened by participation in the Activities by me or my Minor Child, such as pregnancy, back problems, orthopedic issues, heart and/or lung conditions or use of any drugs, alcohol or medications that may impair physical abilities or judgment.

- 2. Assumption of Risk. I ACKNOWLEDGE THAT I AM AWARE OF THE RISKS INVOLVED IN PARTICIPATING IN THE ACTIVITIES, UNDERSTAND THAT SERIOUS INJURY AND EVEN DEATH IS POSSIBLE IN SUCH PARTICIPATION, AND I VOLUNTARILY PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE WHETHER CAUSED BY THE NEGLIGENCE OF ATA OR OTHERWISE, OR ANY MEDICAL OR PHYSICAL CONDITION THAT I MAY HAVE.**

IF I AM SIGNING THIS AGREEMENT AS A LEGAL GUARDIAN OF A MINOR CHILD, I AM ALLOWING THE MINOR CHILD TO VOLUNTARILY PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE TO THE MINOR CHILD RESULTING FROM AN INHERENT RISK IN THE ACTIVITIES OR ANY MEDICAL OR PHYSICAL CONDITION THAT MY MINOR CHILD MAY HAVE.

My or any Minor Child’s participation in the Activities is purely voluntary and I elect to participate in the Activities in spite of the risks.

- 3. Compliance with Rules. I agree that to participate in the Activities in a safe manner, myself and any Minor Child must abide by all of ATA’s rules and instructions. I voluntarily accept any and all responsibility for my own safety and welfare and the safety and welfare of any Minor Child while I or any Minor Child participates in the Activities and while me or any Minor Child are on ATA’s premises. I further certify that I have communicated all rules, instructions and directions of ATA to any Minor Child. I acknowledge that any failure by me or my Minor Child to abide by ATA’s rules, instructions and directions may lead to the immediate revocation of the right of me or the Minor Child to participate in the Activities and removal from ATA’s premises without refund of any payments made. Be advised that double bouncing or more than one person per trampoline can create a rebound effect causing serious injury. Flipping, running and bouncing off the walls is dangerous and can cause serious injury and must be done at your own risk. **FOR THE SAFETY OF YOURSELF, ANY MINOR CHILD AND OTHERS, PLEASE JUMP AND PARTICIPATE IN THE ACTIVITIES ONLY IN THE AREAS APPROPRIATE FOR YOU OR YOUR MINOR CHILD, AS DESIGNATED BY AGE AND SIZE. DOUBLE BOUNCING, RECKLESS JUMPING OR RECKLESS BEHAVIOR IS STRICTLY PROHIBITED.****

4. **Medical Treatment.** By signing this Agreement, I authorize ATA to obtain on behalf of me and my Minor Child, emergency medical treatment at my own expense. I certify that I have adequate insurance to cover any injury or damage that I or my Minor Child may cause or suffer while participating in the Activities, or, in the alternative, I agree to solely bear the costs of such injuries or damages.

5. **Release.** I VOLUNTARILY AND EXPRESSLY WAIVE, RELEASE, AND FOREVER DISCHARGE ANY AND ALL KNOWN CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, JUDGMENTS, SETTLEMENTS, DAMAGES (INCLUDING COMPENSATORY, SPECIAL, GENERAL, CONSEQUENTIAL, PUNITIVE AND EXEMPLARY), LOSSES, INTEREST, AWARDS, PENALTIES, FINES, COSTS, EXPENSES, LIABILITIES OR OBLIGATIONS OF ANY KIND OR NATURE, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD (COLLECTIVELY THE "CLAIMS"), AGAINST ATA ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO PARTICIPATION IN THE ACTIVITIES BY ME OR OTHER THIRD PARTIES, WHETHER ARISING OUT OF ATA'S ORDINARY NEGLIGENCE OR OTHERWISE.

IF SIGNING AS A LEGAL GUARDIAN OF A MINOR CHILD, ON BEHALF OF ME AND MY MINOR CHILD I VOLUNTARILY AND EXPRESSLY WAIVE, RELEASE, AND FOREVER DISCHARGE ANY AND ALL CLAIMS AGAINST ATA ON ACCOUNT OF INJURY, DEATH OR PROPERTY DAMAGE INCURRED BY MY MINOR CHILD RESULTING FROM AN INHERENT RISK IN THE ACTIVITIES. I AM NOT RELEASING ANY CLAIMS ON BEHALF OF MY MINOR CHILD ARISING OUT OF ATA'S NEGLIGENCE.

6. **Indemnification.** I AGREE TO DEFEND, INDEMNIFY AND HOLD ATA HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS), WHICH ARE IN ANY WAY CONNECTED WITH OR ARISE OUT OF MY, OR IN THE EVENT I AM SIGNING AS A LEGAL GUARDIAN OF ANY MINOR CHILD, ANY MINOR CHILD'S PARTICIPATION IN THE ACTIVITIES (AND NOT CLAIMS OF MY MINOR CHILD), INCLUDING, BUT NOT LIMITED TO ANY SUCH CLAIMS THAT MAY ARISE OUT OF OR ARE RELATED TO ATA'S ORDINARY NEGLIGENCE.

7. **Use of Images of Me or my Minor Child.** I grant ATA the irrevocable right and permission to photograph and/or record me or my Minor Child in connection with ATA or the Activities and to use the photographs and/or recordings for all purposes, including advertising and promotional purposes in any manner in any 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 photographs and/or recordings, and acknowledge and agree that the rights granted in this release are without any right to compensation of any kind. All photographs and/or recordings are and shall remain the exclusive property of ATA.

8. **Use of Contact Information.** ATA communicates special offers, promotions, news and events through email and phone. Your email will never be shared or sold by ATA. You may unsubscribe to email, text and phone offers at any time. ATA will not charge you for text messaging. Standard text message rates may apply from your service provider.

9. **Applicable Law and Venue.** In the event that I file a lawsuit against ATA, I agree to file it only in Hillsborough County, Florida and I further agree that the substantive law of Florida shall apply in that action without regard to conflict of the law rules.

10. **Severability.** I agree that in the event that any term or provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. To the extent the waiver and release contained in this Agreement applies to any Minor Child, such waivers and releases should only apply to the extent they waive and release those claims or causes of action for personal injury, including death and property damage resulting from an inherent risk in the Activities, as provided for under Florida Statute 744.301.

11. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of ATA and me with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

NOTICE TO MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ATA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ATA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ATA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM ATA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOU OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A PART OF THE ACTIVITIES. I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY OR MY MINOR CHILD'S PARTICIPATION IN THE ACTIVITIES, I AND/OR MY MINOR CHILD MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY OR MY MINOR CHILD'S RIGHTS TO MAINTAIN A LAWSUIT AGAINST ATA.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT, HAVE READ AND UNDERSTAND IT AND AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS. I AGREE THAT I AM ENTERING INTO THIS AGREEMENT FREELY, VOLUNTARILY, WITHOUT DURESS AND UNDER NO THREAT, INDUCEMENT OR PROMISE GIVEN TO ME. I HAVE THE RIGHT TO REFUSE TO SIGN THIS AGREEMENT, HOWEVER ATA HAS THE RIGHT TO REFUSE TO LET ME PARTICIPATE IN THE ACTIVITIES IF I DO NOT SIGN THIS AGREEMENT.

IF I AM SIGNING ON BEHALF OF A MINOR CHILD, BY SIGNING, I REPRESENT THAT I HAVE FULL AUTHORITY AS PARENT OR LEGAL GUARDIAN TO BIND THE MINOR CHILD TO THIS AGREEMENT, AND IN THE EVENT I DO NOT HAVE THE REQUISITE AUTHORITY, I AGREE TO BE SOLELY LIABLE FOR ANY AND ALL DAMAGES, ACTIONS, LIABILITIES, COSTS, FINES AND PENALTIES RESULTING OR ARISING OUT OF MY MISREPRESENTATION.

Adult Participant/ Parent or Guardian:

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ - _____ Email: _____

Date of Birth: ____ / ____ / _____

Child's Name: _____ Date Of Birth: _____

Child's Name: _____ Date Of Birth: _____

Child's Name: _____ Date Of Birth: _____

Child's Name: _____ Date Of Birth: _____

Parent/Adult Participant Signature: _____ **Today's Date:** _____