

WAIVER

EXTREME AIR PARK INC. (EAP) PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK

I _____ . **UNDERSTAND THAT TRAMPOLINING IS AN
INHERENTLY DANGEROUS ACTIVITY.**

EAP trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Risks include the negligence of other participants or myself. Injuries may include, but not limited to; rope burn, sprains, fractures, scrapes, bruises, cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck which can cause paralysis, or even death. Participants may fall on each other resulting in injuries. Double bouncing (more than one person per trampoline) can create a rebound effect causing injury. Flipping or running and bouncing off the walls are dangerous and can cause injury and must be done at the participants' own risk. In any event, if you or your child is injured, you or your child may require medical assistance or rehabilitation, at your own expense. All jumpers are required to follow the EAP rules and safety procedures to minimize such risks.

In consideration of EAP allowing me or a child (Minor Child), for whom I am a parent or guardian, to participate in EAP activities, including but not limited to trampolining, trampoline park access, trampoline dodgeball, trampoline basketball, foam pit, half pipe, aerial training, fitness classes, and/or other athletic and amusement activities (Activities), I agree to forever release, indemnify, discharge and hold harmless EAP, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or the Minor Child or act on our respective behalves. I represent that I am the parent or guardian of the Minor Child below acknowledged.

I acknowledge that participation in the Activities entail both known and unknown risks that could result in serious injury or death, resulting from such things as and without limitation, exposed springs, hooks, frames and/or other pieces of equipment, poor lighting, lack of supervision and/or trained spotters, lack of protective padding, mats, netting, and/or other proper equipment, lack of any other proper safety measure, slipping and/or falling on and/or off equipment, collision with fixed objects and/or people, attempted jumps, runs, stunts, tumbles, somersaults, manoeuvres and/or acrobatics, having multiple participants participate in the Activities at one time, the physical condition, fitness and/or abilities of me and all other participants, weight differences between me and other participants, weather and/or all other environmental conditions, my and EAP negligence, actions and/or omissions committed by me, the Minor Child, EAP, and/or any other persons, and/or incomplete instructions.

I expressly and voluntarily release, acquit, and forever discharge EAP and agree to hold their respective successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless of and from all manner of action and actions or omission(s), cause and causes of action, suits, debts, damages, judgments, and claims and demands whatsoever, in law or in equity.

I agree that I and/or the Minor Child are voluntarily participating in the Activities. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the EAP facilities and Activities, or any damage, loss or theft of any personal property, which I and/or the Minor Child may incur. I understand that the EAP facility has trampolines and other equipment and that using trampolines has inherent risks. Further, I have explained these risks to the Minor Child. I certify that I have adequate health insurance to cover any injury or damage that I may cause or suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit EAP, whether at the current location or any other location or facility. I agree to indemnify and hold EAP, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and

all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by EAP, including, attorneys' fees, costs, damages and/or judgments EAP may incur in the event that I cause any injury, damage and/or harm to any other person while at EAP.

By signing this document, I intend to forever waive my right and the rights of the Minor Child to maintain any lawsuit or action against EAP based on any claim of personal injury or death or property loss or damage or neglect whatsoever. I have had sufficient opportunity to read and understand this agreement 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. 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. I grant EAP permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment.

SIGNATURE OF PARTICIPANT AND/OR PARENT or GUARDIAN

* THIS SECTION IS REQUIRED FOR ALL PARTICIPANTS, and the PARENT or GUARDIAN OF A MINOR CHILD. You must be 18 years of age or older to sign this document.

Signature _____ **Today's Date** ____/____/____
(MM/DD/YYYY)

Email: _____ **Address:** _____

Date of Birth: ____/____/____ (MM/DD/YYYY)

Emergency Contact _____ **Phone #** _____
Relation _____

NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18

*** SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18.**

In consideration of the Minor Child(s) detailed below, being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor(s) as if the Minor Child was eighteen years old or older.

NAME MINOR # 1 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 2 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 3 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 4 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 5 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 6 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 7 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 8 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 9 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 10 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 11 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

NAME MINOR # 12 _____ **DATE OF BIRTH** _____ **RELATION**

ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

**** PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER
FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE****