

SAFETY ORIENTATION



NO RUNNING



NO DOUBLE BOUNCING



NO DOUBLE FLIPS



NO GAINERS



NO DIVING



BE AWARE



PHYSICAL LIMITATIONS



6 AND UNDER

For the safety of all participants in this facility, some common restrictions are in place. I understand the safety restrictions include but are not limited to the following: **NO** running, double bouncing, double flips, gainers, and diving. Further, I will **BE AWARE** of others, of physical limitations, and of age restrictions (6 and under areas).

I acknowledge that I have read, understand, and will abide by the safety restrictions as listed above and pictured below:

Signature of Participant/Parent/Guardian: _____ Date: _____

← **PLEASE ONLY VISIT THE PARK IF THE FOLLOWING APPLY:** (1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the park; (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well; (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19; (4) you consent to having you (or your minor child's) temperature checked upon entering the park.

ADDENDUM TO PARTICIPATION AND ARBITRATION AGREEMENT ADDING WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in any or all of the services and activities, including, but not limited to, those set forth in the Participation and Arbitration Agreement and any related events and activities, the undersigned acknowledges, appreciates, and agrees that: (1) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, (2) Participant for myself, and/or on behalf of my spouse, and minor child(ren)/ward(s) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, (3) agree to comply with the stated and customary terms and conditions for participation with respect to protection against infectious diseases and if I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest management employee immediately; and (4) that I, as parent/guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases; and, (5) I, for myself and/or on behalf of my spouse, and minor child(ren)/ward(s) as well as on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AIRFAIR, LLC, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, owners, parent companies, affiliated entities and lessors of premises ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

← **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**AIRFAIR, LLC, PARTICIPANT AND ARBITRATION AGREEMENT, INDEMNIFICATION,
GENERAL RELEASE AND ASSUMPTION**

***** PLEASE READ THIS DOCUMENT CAREFULLY *****

**BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE'S AND
MINOR'S LEGAL RIGHTS INCLUDING THE RIGHT TO BRING A LAWSUIT IN
COURT AND/OR HAVE THE CLAIM DECIDED BY A JURY**

**BY SIGNING THIS AGREEMENT, I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR
CHILD(REN) TO SUE [AIRFAIR, LLC] FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN
WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF [AIRFAIR, LLC], INCLUDING ANY OF ITS
OWNERS, AFFILIATES, AGENTS, EMPLOYEES AND EQUIPMENT SUPPLIERS.**

 **Initials:**  

For the right to participate in any of the services or activities at AIRFAIR, LLC 's premises (the "PREMISES"), including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, ziplines, obstacle courses, airbags, aerial training, fitness classes, trampoline courts, foam pit activities, reduced/altered/theatrical/laser and special effects lighting, snack bar access vending machines, catered parties and events, and any other amusement activities (collectively "ACTIVITIES"), provided by AIRFAIR, LLC and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, 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 (collectively "AIRFAIR, LLC"), I, on behalf of myself, and my spouse, legal partner, children, wards, heirs, assigns, personal representatives and estate, if any ("My People"), hereby: acknowledge, agree or represent (as the case may be): (a) that immediately upon entering or participating I will inspect and carefully consider the PREMISES; (b) that entry into the PREMISES for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that the PREMISES and all facilities and equipment thereon have been inspected and carefully considered by me and that My People and I find and accept same as being safe and reasonably suited for the purpose of such observation, use or participation by My People and me; (c) that My People and I are in good health and in physical condition to participate in the ACTIVITIES that AIRFAIR, LLC provides; (d) that during the ACTIVITIES neither I nor My People will be under the influence of alcohol or any illicit or prescription drugs that would in any way impair my/our ability to safely participate in ACTIVITIES; (e) that we have not been advised against any activities by a health professional; and (f) that we are under no obligation to participate in any ACTIVITIES against our will; (g) that we will only participate in ACTIVITIES for which we have sufficient skill to avoid injury; (h) that it is my sole responsibility to determine whether we are sufficiently fit and healthy enough to participate in ACTIVITIES; (i) that we are familiar with and will abide by the rules established for the ACTIVITIES, which include without limitation the rules posted at the PREMISES or the related website; (j). we accept sole responsibility for our own conduct and actions, as well as the conduct and actions of each other while participating in the ACTIVITIES, and the condition and adequacy of the equipment.

(1) **ASSUMPTION OF RISK AND RELEASE OF LIABILITY:** I acknowledge that I and/or my spouse have full authority as parent or legal guardian to bind the minor participant to this release and agreement ("AGREEMENT"). On behalf of myself and My People, I (a) further acknowledge that we are voluntarily participating in the ACTIVITIES, which I agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained trampoline monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; or colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my spouse and/or my child(ren)/ward(s), AIRFAIR, LLC, and/or any other person and/or AIRFAIR, LLC while on the PREMISES; (b) voluntarily assume all such risks; (c) understand and acknowledge that AIRFAIR, LLC does not manufacture the trampolines or other equipment at the PREMISES, but purchases and/or leases the trampolines and equipment and therefore AIRFAIR, LLC may not be held liable for defective products or equipment. Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life that may be sustained while on the PREMISES, on behalf of myself and My People I hereby expressly, unconditionally and voluntarily remise, release, waive, relinquish, acquit, satisfy and forever discharge and agree and covenant not to sue AIRFAIR, LLC , including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment at the PREMISES (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, 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 AIRFAIR, LLC or any EQUIPMENT SUPPLIERS while in or about the PREMISES and/or while participating in or as a result of participating in any of the ACTIVITIES in or about the PREMISES and/or while using any items purchased in or about the PREMISES, whether the action arises out of any damage, loss, personal injury, emotional injury, or death to me or My People. 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 AIRFAIR, LLC and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by the actions or inactions of myself or My People, or by the actions or inactions of others participating in activities, or the acts, inaction or any type of negligence of AIRFAIR, LLC or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with My People to enter onto and into the PREMISES for observation or use of any facilities or equipment or participation in ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself and My People while in or about the PREMISES and/or while participating in or as a result of participating in any of the ACTIVITIES in or about the PREMISES and/or while using any items purchased in or about the PREMISES, including any such loss due to the sole or partial negligence of AIRFAIR, LLC and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless AIRFAIR, LLC and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by AIRFAIR, LLC and all EQUIPMENT SUPPLIERS as a result of any claims asserted by me or My People against AIRFAIR, LLC and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments AIRFAIR, LLC and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of AIRFAIR, LLC or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless AIRFAIR, LLC for any injury, damage and/or harm that I or My People cause to AIRFAIR, LLC or the PREMISES and/or to any and all other persons and entities acting in any capacity on behalf of AIRFAIR, LLC .

(3) **LIABILITY FOR PROPERTY:** I, on behalf of myself and My People, agree that AIRFAIR, LLC is not liable to us or our guests, for any personal property that is damaged, lost, or stolen while on or about the PREMISES including, but not limited to, a vehicle or its content or any property in a locker or otherwise, whether or not AIRFAIR, LLC was negligent.

(4) **ATTORNEYS' FEES:** To the extent permitted by law, I promise to indemnify and pay AIRFAIR, LLC for any attorneys' fees and/or costs incurred to enforce the Mediation, Non-Binding Arbitration portion of this AGREEMENT, including all costs associated with any collection efforts.

(5) **PHOTO RELEASE:** By entering the PREMISES, on behalf of myself and My People I hereby grant to AIRFAIR, LLC the irrevocable right and permission to photograph and/or record us on the PREMISES and to use the photograph and/or recording for all purposes, including, without limitation, advertising and promotional purposes and other commercial purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I on behalf of myself and My People, waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted by this release are without compensation of any kind.

(6) **PRIVACY:** Please read our privacy policy <https://defy.com/privacy-policy/> for information about how AIRFAIR, LLC collects, uses, and discloses information about you.

(7) **TERMS OF AGREEMENT:** I understand that this AGREEMENT extends forever into the future and will have full force and legal effect each and every time I or My People visit the PREMISES, whether at the current location or any other AIRFAIR, LLC location or facility, including, or any of its subsidiary or affiliates' locations or facilities. I agree that this AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(8) **MEDIATION, NON-BINDING ARBITRATION AND VENUE:** If a dispute arises out of or relates to this AGREEMENT and/or AIRFAIR, LLC and/or EQUIPMENT SUPPLIERS and/or any ACTIVITIES and/or an incident that occurs while on the PREMISES, and/or while using any items purchased in or about the PREMISES, as well as the installation, design, construction, and condition of the PREMISES by AIRFAIR, LLC and/or EQUIPMENT SUPPLIERS, involving a single claimant, or claimants who are related or asserting claims arising from a single incident and if the dispute cannot be settled through direct negotiations, and unless the parties agree on a different mediation or non-binding arbitration process, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Procedures available at <http://www.adr.org> before resorting to non-binding arbitration. Thereafter, any unresolved claims shall be submitted to non-binding arbitration administered by the AAA in accordance with its Non-Binding Consumer Arbitration Rules, except that Rule R-2 (e) is amended to allow an answer to be filed within thirty (30) calendar days. The arbitration shall be governed by the laws of the State in which the AIRFAIR, LLC is located. In-person hearings will take place pursuant to the Non-Binding Consumer Arbitration Rules in the county/parish and state in which AIRFAIR, LLC is located. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any non-binding arbitration hereunder without the prior written consent of both parties. The parties agree to mediation and non-binding arbitration of any and all claims, disputes and grievances, not otherwise excepted herein, arising out of or relating to this AGREEMENT, the participation in any on-site ACTIVITIES and/or while on the PREMISES, and/or while using any items purchased in or about the PREMISES, as well as the installation, design, construction, and condition of the PREMISES by AIRFAIR, LLC and/or EQUIPMENT SUPPLIERS. A copy of the Rules mentioned herein may be obtained from the AAA by visiting AAA's website at <http://www.adr.org>. The scope of this AGREEMENT is intended to be as broad as possible under applicable law, and shall include all types of negligence, tort, contract, statutory and administrative actions. The parties further agree to submit to non-binding arbitration the issues of substantive and procedural arbitrability, including defenses to arbitration and all disputes regarding the enforceability, interpretation, breadth, scope and meaning of this AGREEMENT. The parties reserve their rights to resolve disputes involving

less than \$10,000.00 in an applicable small claims or district court in the county/parish and state in which the AIRFAIR, LLC is located that are within the scope of the small claims' or district court's jurisdiction. In the event non-binding arbitration does not totally resolve all claims, it is agreed that the sole and exclusive venue for any lawsuit filed against AIRFAIR, LLC shall be in the county/parish and state in which the PREMISES are located. It is further agreed that the substantive law of the State in which AIRFAIR, LLC is located shall apply without regard to any conflict of law rules. Unless all parties agree otherwise, the non-binding arbitration decision or award may not be entered in any federal or state court having jurisdiction.

By signing this document, whether in written or electronic format, I understand that I may be found by a court of law to have forever waived, for me and My People, the right to maintain any action in court or to be decided by a jury against AIRFAIR, LLC on the basis of any claim from which I have released AIRFAIR, LLC and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself and/or My People and agreed to indemnify and hold harmless AIRFAIR, LLC and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by AIRFAIR, LLC and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the PREMISES by myself or My People, and/or claims asserted by myself or My People against AIRFAIR, LLC and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. 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.

Consent to Receive Automated Text Messages

By clicking this checkbox and providing your phone number below, you consent and agree to receive SMS text messages from AIRFAIR, LLC and its agents and contractors using an automatic telephone dialing system. You authorize AIRFAIR, LLC to text you periodically about programs, offers, marketing and other information that may be of interest to you. You also understand that you do not have to agree to receive autodialed or prerecorded calls or texts to my phone number in order to use and enjoy the products and services offered by AIRFAIR, LLC. You may decline to receive autodialed or prerecorded calls or texts to your mobile phone number in several ways, including by responding with STOP or by emailing the request to opt out, including the mobile number, to [Defyprivacy@defy.com]. Your carrier's standard messaging and data rates may apply.

PLEASE ONLY VISIT THE PREMISES IF THE FOLLOWING APPLY:

- (1) You are willing to practice social distancing and maintaining at least six feet between individuals in all areas of the PREMISES;
- (2) You are healthy enough to participate, and do not have symptoms of COVID 19 such as feeling sick, coughing, sneezing, shortness of breath, fever or are not feeling well;
- (3) You do not live with or visited a person or family member that has been diagnosed with or suspected of having COVID-19;
- (4) you consent to having you (or your minor child's) temperature checked upon entering the PREMISES.

You MUST have reached the age of majority in your state of residence to sign your own waiver
You MUST be the Parent or Legal Guardian to sign for a minor (under age of majority)



Enter Adult Full Name and Date of Birth

(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

We reserve the right to review your license and/or other forms of ID to verify identity and age.