

## Assumption of Risk, Waiver of Liability, and Indemnity Agreement – House of Air Carlsbad, LLC

The activities at House of Air Carlsbad, LLC (“House of Air”) include, but are not limited to, trampoline bouncing, trampoline dodgeball, fitness class/workouts, trampoline classes/instruction, parkour classes/instruction, aerial training, bounce house, and a café for snacks. These activities provide an opportunity for fun; improved physical fitness; vigorous, healthful exercise; exciting group competition; improved agility and balance; wholesome recreation; and other benefits. **Trampolining is an inherently dangerous activity.** The activity and exertion level can range from moderate to very vigorous – depending upon your desire. The activity is suitable for those with trampoline experience as well as those with absolutely no experience who use sufficient caution. Bouncing activities are the heart of the House of Air and can range from basic bounces to challenging flips; from moderate exercise to very vigorous and challenging exercise. Trampoline dodgeball involves vigorous competition as competitive teams throw foam balls at each other both in casual games and in league competition.

House of Air regards your safety and the safety of others as a top priority. We take great care to reduce the traditional risks associated with trampolining by having trampoline walls, padded rails, padded hard-surface areas, required safety speech or video, safety equipment, harnesses for learning stunts, available instruction, trained supervisors at all areas, trained spotters, foam balls, personnel certified in emergency care, on-site AEDs, and many other safety features. However, regardless of the care taken to avoid injuries, some risks are inherent in the activity and cannot be totally eliminated. These **inherent risks** include, but are not limited to, falls, collisions with other participants (hereafter referred to as “CO-PARTICIPANTS”), contacting a hard surface (e.g., an uncovered beam, frame, or rail; exposed springs or hooks), landing incorrectly, double bouncing (two on the same trampoline), weight differences between you and CO-PARTICIPANTS, catching a foot or other body part under a pad, strikes by dodgeballs or other equipment, and slipping in the shower. **Inherent risks** also include unexpected equipment failure; unknown facility hazards; careless behavior by you or CO-PARTICIPANTS; errors in judgment by a House of Air employee; and injuries caused by negligence on the part of House of Air, its employees, you or CO-PARTICIPANTS.

In spite of the benefits of the available activities and the care taken to prevent injuries, House of Air wants you to understand that injuries may occur. *Minor injuries* are the most common and include, but are not limited to, muscle soreness, headaches, bruises, scrapes, sprains, abrasions, and lacerations. *Serious injuries* are less common, but do occur occasionally. They include, but are not limited to, sprained ankles, broken bones, knee injuries, shoulder injuries, back sprains, neck sprains, and a chipped or broken tooth. *Catastrophic injuries* are very rare; however, House of Air wants you to be aware of this remote possibility. These injuries include, but are not limited to, permanent disabilities, spinal injuries, paralysis, and even death.

**Assumption of Inherent Risks:** I understand that the inherent risks of House of Air activities are serious and that some of these activities involve dangers regardless of the care taken by House of Air. I realize that House of Air activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and 1) I know the nature of the House of Air activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. **I hereby assert that my, and, if applicable, my child’s or ward’s, participation at House of Air is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself and, if applicable, my child or ward.**

**Waiver of Liability for Ordinary Negligence of House of Air:** In consideration of permission to use the property, facilities, equipment, and services of House of Air, today and on all future dates, **I** (on behalf of myself, my child or ward, my spouse, heirs, personal representatives, my estate, my parents and assigns – referred to hereafter as “RELEASING PARTIES”) **do hereby waive, release, discharge and covenant not to sue** House of Air Carlsbad, LLC; House of Air, LLC; and their respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, assigns, and equipment suppliers – together referred to hereafter as “PROTECTED PARTIES”) from liability **from any and all claims arising from the use of the House of Air facilities including any injury resulting from the ordinary negligence** of the PROTECTED PARTIES.

This agreement applies to 1) **personal injury** (including death) from incidents or illnesses arising from participation in House of Air activities (including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; individual use of facilities, equipment, shower/locker room areas, and all premises including the café, elevator, stairs, associated sidewalks and parking lots), to 2) any and all claims resulting from the damage to, loss of, or theft of **property**, and to

3) **consequential and other damages**, such as but not limited to your inability to work, resulting from any injury or loss.

**Indemnification:** I, on behalf of myself and, if applicable, my child or ward, also agree to hold harmless, defend, and indemnify House of Air and the PROTECTED PARTIES (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims of the RELEASING PARTIES arising from my and, if applicable, my child's or ward's, death, injury, or loss due to involvement in House of Air activities (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of PROTECTED PARTIES.)

I, on behalf of myself and, if applicable, my child or ward, further agree to hold harmless, defend, and indemnify House of Air and the PROTECTED PARTIES (that is, defend and pay any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) against **any and all claims of CO-PARTICIPANTS**, rescuers, and others arising from my and, if applicable, my child's or ward's, conduct in the course of using the House of Air facilities.

#### **Clarifying Clauses:**

1) I, on behalf of myself and, if applicable, my child or ward, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that **this is the entire agreement between me and, if applicable, my child or ward, and House of Air** and cannot be modified or changed in any way by representations or statements by any agent or employee of House of Air.

2) I, on behalf of myself and, if applicable, my child or ward, further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that **if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

3) I, on behalf of myself and, if applicable, my child or ward, agree that if any dispute shall arise from this Agreement or from my or my child's or ward's use of the House of Air facilities, I and, if applicable, my child or ward, shall first engage in good faith efforts to **mediate** the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I, on behalf of myself and, if applicable, my child or ward, agree that all disputes, controversies, or claims arising out of this Agreement or use of the House of Air facilities shall be submitted to **binding arbitration** in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall have no power to make any errors of law or of legal reasoning.

4) I, on behalf of myself and, if applicable, my child or ward, also understand that **if legal action is brought, the appropriate trial court for the county of San Diego in the State of California has the sole and exclusive jurisdiction** and that only the substantive laws of the State of California shall apply.

**Acknowledgements to Promote Safety at House of Air:** These acknowledgements aid House of Air in providing for your safety.

*Health Status* – I, on behalf of myself and, if applicable, my child or ward, assert that:

- I and, if applicable, my child or ward, possess sufficient physical fitness and coordination to enable safe participation in House of Air activities.
- I and, if applicable, my child or ward, assume the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure).
- I and, if applicable, my child or ward, will cease activity if there is discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

House of Air encourages me and, if applicable, my child or ward, to get medical clearance prior to participation.

*Emergency Care* – I, on behalf of myself and, if applicable, my child or ward, assert that

- House of Air can administer emergency first aid, CPR, and use an AED if deemed necessary.
- House of Air can secure emergency medical care or transportation (i.e., EMS) if deemed necessary.
- I assume all costs of emergency medical care and transportation.

*Rules & Safety* – I, on behalf of myself and, if applicable, my child or ward, agree:

- To abide by all safety-related rules while participating.
- To attempt only activities that each feels capable of performing safely.
- To inform House of Air immediately if I and, if applicable, my child or ward, see conduct or a facility condition that endangers others.
- That I and, if applicable, my child or ward, understand the importance of safety rules and safety equipment.
- That House of Air has the authority to terminate participation if it is deemed a danger to you or others.

**Likeness Release:** I grant House of Air permission to use my, and the Minor Child’s, likeness in its publications, websites, marketing and other materials without payment, and without any prior approval of any and all publications, websites, marketing and other materials that contain my and/or the Minor Child’s likeness.

**Acknowledgment of Understanding:** If applicable, I assert that I have explained the risks of the activity to my child or ward and that he or she understands the agreement. I have read this Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my rights, the rights of my child or ward, if applicable, and the rights of any RELEASING PARTY to sue for damages in the event of death, injury or loss. I further acknowledge that I, on behalf of myself and, if applicable, my child or ward, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity or ordinary negligence by the PROTECTED PARTIES, to the greatest extent allowed by law of the State of California.

**TODAY’S DATE** \_\_\_\_\_ (MM/DD/YYYY)

**Adult Participant Section AND/OR Parent / Court Appointed Legal Guardian Section:**

*Parent / Court Appointed Legal Guardian must sign below if Participant is a Minor (under 18 years of age)*

_____	_____	_____
Print Name of Adult Participant and/or Parent/Legal Guardian	Signature (Adult / Parent/Legal Guardian)	Adult Date of Birth (MM/DD/YYYY)

**Minor Participant Section (under 18 years of age)**

**ONE WAIVER PER ADULT – MINOR’S WAIVER MUST BE SIGNED BY THEIR PARENT/LEGAL GUARDIAN (ABOVE)**

<p>Minor #1</p> <p>_____</p> <p>Full Name of MINOR PARTICIPANT (Print)</p> <p>_____</p> <p>MINOR Date of Birth (MM/DD/YYYY)</p>	<p>Minor #2</p> <p>_____</p> <p>Full Name of MINOR PARTICIPANT (Print)</p> <p>_____</p> <p>MINOR Date of Birth (MM/DD/YYYY)</p>
<p>Minor #3</p> <p>_____</p> <p>Full Name of MINOR PARTICIPANT (Print)</p> <p>_____</p> <p>MINOR Date of Birth (MM/DD/YYYY)</p>	<p>Minor #4</p> <p>_____</p> <p>Full Name of MINOR PARTICIPANT (Print)</p> <p>_____</p> <p>MINOR Date of Birth (MM/DD/YYYY)</p>

INTERNAL USE ONLY

V070317

Name of Party \_\_\_\_\_

Date \_\_\_\_\_

Employee Initials \_\_\_\_\_