

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

House of Air

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

The activities at San Pedro Park LLC (dba, and hereafter referred to as "House of Air") include, but are not limited to trampoline bouncing, trampoline dodgeball, trampoline basketball, tumble track trampolines, softplay, air bag, pit area, slack line, jousting, area, obstacle course, climbing wall, cardio wall, fitness class/workouts, trampoline classes/instruction, aerial training, bounce house, and consist of recreational, practice, or competitive activity; events; parties; organized or individual training and conditioning activities; tests, classes, and instruction; facility design; individual use of facilities, equipment, toilets/shower/locker room areas, and all associated premises including the café, elevator, stairs, sidewalks, and parking lots (the "House of Air Activities"). These activities provide the participant with wholesome recreation and other benefits. The activity and exertion level can range from moderate to very vigorous – depending upon the desire of the participant.

Participant safety is a priority at House of Air. However, regardless of the care taken to avoid injuries, there are inherent and unanticipated risks in the activity that cannot be totally eliminated. These risks include, but are not limited to, falls, slips, spills, collisions with other participants, contacting a hard surface (e.g. an uncovered beam, frame, or rail; exposed springs or hooks), landing incorrectly, double bouncing (two or more on the same trampoline), weight differences between participants, catching an extremity under a pad, and slipping in the shower or elsewhere on the premises. They also include unexpected equipment failure, unknown facility hazards, careless behavior by the participant, co-participant, or other guests at House of Air and errors in judgment by House of Air personnel.

In spite of benefits of the available House of Air Activities and the steps taken to prevent injuries, House of Air feels it is important that the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND HIS OR HER PARENT(S) OR GUARDIAN(S)] (hereafter individually and/or collectively referred to as PARTICIPANT/PARENT) understand the types of injuries that can occur. These include (i) *minor injuries* are the most common and include, but are not limited to, muscle soreness and tears, headaches, bruises, scrapes, sprains, abrasions, contusions, and lacerations; (ii) *serious injuries*, which are less common, but do occur and include, but are not limited to, ligament and tendon sprains, tears and ruptures, broken bones, knee injuries, shoulder injuries, back sprains, neck sprains, and chipped and broken teeth; and (iii) *catastrophic injuries*, which are rare, however, House of Air feels that participants should be aware of this possibility. These injuries include permanent disabilities, loss of limb/other extremities, spinal injuries, paralysis, and even death.

In consideration for and in connection with being permitted to participate in House of Air and any and all related activities conducted by House of Air, I, the PARTICIPANT/PARENT hereby voluntarily accept this Assumption of the Risk, Waiver of Liability, and Indemnity Agreement (the "Agreement") on behalf of myself and other Releasing Parties defined below and hereby agree as follows:

Assumption of Risks: I, the PARTICIPANT/PARENT, understand that the inherent and unanticipated risks of House of Air Activities are serious and that some of these activities involve danger 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/or PARTICIPANT'S participation at House of Air is voluntary and that I KNOWINGLY ASSUME ALL RISKS associated with my and/or PARTICIPANT'S presence at or participation in any and all House of Air Activities.**

WAIVER OF LIABILITY: IN CONSIDERATION FOR GAINING ACCESS TO AND ENGAGING IN THE USE OF AND PARTICIPATION IN THE PROPERTY, FACILITIES, EQUIPMENT, AND SERVICES OF HOUSE OF AIR, TODAY AND ON ALL FUTURE DATES, I, THE PARTICIPANT/PARENT, (ONBEHALF OF MY SPOUSE, CHILDREN, PARENTS, FAMILY MEMBERS, LEGAL WARDS, HEIRS, PERSONAL REPRESENTATIVES, ASSIGNS, ESTATES AND INSURERS (REFERRED TO HEREAFTER AS "THE RELEASING PARTIES") DO HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SAN PEDRO PARK LLC (DBA HOUSE OF AIR) (INCLUDING ITS OWNERS, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS, AFFILIATES, INSURERS, AND EQUIPMENT SUPPLIERS (REFERRED TO HEREAFTER AS THE "PROTECTED PARTIES") FROM LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM THE NEGLIGENCE OF THE PROTECTED PARTIES, OR ANYONE ACTING ON THE PROTECTED PARTIES' BEHALF, OR ANYONE USING THE FACILITIES WHETHER RELATED TO EXERCISE OR NOT.

THIS AGREEMENT AND WAIVER OF LIABILITY APPLIES TO 1) PERSONAL AND/OR EMOTIONAL INJURY OR DISTRESS (INCLUDING DEATH) FROM INCIDENTS OR ILLNESSES ARISING FROM PARTICIPATION IN THE HOUSE OF AIR ACTIVITIES AND TO 2) ANY AND ALL CLAIMS RESULTING FROM THE DAMAGE TO, LOSS OF, OR THEFT OF PROPERTY OF PARTICIPANT/PARENT.

INDEMNIFICATION: I, THE PARTICIPANT/PARENTS, AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY HOUSE OF AIR AND THE PROTECTED PARTIES (THAT IS, DEFEND AND PAY ANY JUDGEMENT AND COSTS, INCLUDING INVESTIGATION COSTS, ATTORNEY'S AND EXPERT WITNESS FEES, AND RELATED EXPENSES) FROM ANY AND ALL CLAIMS OF RELEASING PARTIES OR OTHERS ACTING ON BEHALF OF PARTICIPANT/PARENTS ARISING FROM PARTICIPATION IN HOUSE OF AIR ACTIVITIES OR PRESENCE ON THE PREMISES UTILIZED FOR HOUSE OF AIR ACTIVITIES. I FURTHER AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY HOUSE OF AIR AND THE PROTECTED PARTIES AGAINST ANY AND ALL CLAIMS OF CO-PARTICIPANTS, RESCUERS, AND OTHERS ARISING FROM THE CONDUCT OF THE PARTICIPANT/PARENT WHILE ON THE PREMISES UTILIZED FOR HOUSE OF AIR ACTIVITIES.

Clarifying Clauses: 1) I, the PARTICIPANT/PARENT, confirm that this agreement supersedes any and all oral or written promises or agreements. I understand that this is the entire agreement between me 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 and that there are no other oral agreements between me and House of Air. 2) I, the PARTICIPANT/PARENT, further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that that portion of the Agreement shall be reformed such that it is as broad and inclusive, as permitted by Texas law, and the balance shall, notwithstanding, continue in full legal force and effect as written. 3) I, the PARTICIPANT/PARENT, also understand that if legal action is brought arising out of or related in any way to PARTICIPANT'S AND/OR PARENTS' participation in House of Air Activities or presence on the premises, the appropriate venue for any legal action shall be in a court of competent jurisdiction located in Nueces County, Texas and that the substantive laws of the State of Texas shall apply. I, THE PARTICIPANT/PARENT, HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO MY PARTICIPATION IN HOUSE OF AIR ACTIVITIES OR PRESENCE ON THE PREMISES UTILIZED FOR HOUSE OF AIR ACTIVITIES. I, THE PARTICIPANT/PARENT HEREBY ACKNOWLEDGE THAT THE RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, AND THAT I KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS JURY WAIVER. IN THE EVENT OF LITIGATION THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Acknowledgements to Promote Participant Safety: These assertions aid House of Air in providing for participant safety.

Health status- I, the PARTICIPANT/PARENT, assert that:

- **Participant possesses sufficient physical fitness** and coordination to enable safe participation in House of Air Activities.
- Participant **assumes the risk of all medical conditions** (e.g. asthma, diabetes, anaphylaxis, epilepsy, heart disease, or HBP).
- House of Air encourages each participant to **get medical clearance** prior to participation.
- Participant will **cease activity if there is discomfort** (e.g. faintness, shortness of breath, high anxiety, or chest pains).

Emergency Care- I, the PARTICIPANT/PARENT, 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.
- Participant **assumes all costs** of emergency medical care and transportation.

Rules and Safety: I, the PARTICIPANT/PARENT, agree:

- **To abide by all posted safety related rules** while participating.

- **Agree to stay in areas that will not place** participant in any undue danger.
- **To attempt only activities that that participant feels capable** of performing safely.
- To **inform House of Air** immediately if participant sees conduct or a facility condition that endangers participants.
- That participant understands the importance of **safety rules and safety equipment**.
- The House of Air has the **authority to terminate participation** if deemed it is deemed a danger to the participants or others.

ADULT PARTICIPATION

ACKNOWLEDGEMENT OF UNDERSTANDING. I, THE ADULT PARTICIPANT HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, HAVE BEEN PROVIDED AN OPPORTUNITY TO ASK QUESTIONS AND CONSIDER THE EFFECTS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP **SUBSTANTIAL RIGHTS**, INCLUDING MY RIGHT AND THE RIGHTS OF THE *RELEASING PARTIES* TO SUE FOR DAMAGES IN THE EVENT OF DEATH, INJURY, OR LOSS. I ACKNOWLEDGE THAT I AM **VOLUNTARILY SIGNING THIS AGREEMENT, AND INTEND MY SIGNATURE TO BE A COMPLETE WAIVER OF CLAIMS AND RELEASE OF ALL LIABILITY, INCLUDING THAT DUE TO THE INHERENT AND UNANTICIPATED RISKS OF HOUSE OF AIR ACTIVITIES OR OF THE PROTECTED PARTIES**, TO THE GREATEST EXTENT ALLOWED BY LAWS OF THE STATE OF TEXAS.

PARENT/GUARDIAN of a MINOR PARTICIPANT

ACKNOWLEDGEMENT OF UNDERSTANDING. I, THE PARENT/LEGAL GUARDIAN OF THE MINOR LISTED BELOW HEREBY GRANT MY MINOR CHILD PERMISSION TO PARTICIPATE IN ALL *HOUSE OF AIR* ACTIVITIES. FURTHER, I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, HAVE BEEN PROVIDED AN OPPORTUNITY TO ASK QUESTIONS AND CONSIDER THE EFFECTS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM **GIVING UP SUBSTANTIAL RIGHTS**, INCLUDING MY RIGHT AND THE RIGHTS OF THE *RELEASING PARTIES* TO SUE FOR DAMAGES IN THE EVENT OF DEATH, INJURY, OR LOSS. I ACKNOWLEDGE AND AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF MYSELF, MY SPOUSE, THE MINOR CHILD AND ANY PARTY FILING ON BEHALF OF THE MINOR CHILD. I UNDERSTAND THAT I AM RELEASING MY RIGHT, THE RIGHT OF THE MINOR CHILD, AND THE RIGHTS OF THE RELEASING PARTIES TO SUE FOR DAMAGES IN THE EVENT OF INJURY, DEATH, OR FINANCIAL LOSS. I ACKNOWLEDGE THAT I AM **VOLUNTARILY SIGNING THIS AGREEMENT AND INTEND MY SIGNATURE TO BE A COMPLETE WAIVER OF CLAIMS AND RELEASE OF ALL LIABILITY, INCLUDING THAT DUE TO THE INHERENT AND UNANTICIPATED RISKS OF HOUSE OF AIR ACTIVITIES OR ACTIVITIES OF THE PROTECTED PARTIES**, TO THE GREATEST EXTENT ALLOWED BY LAWS OF THE STATE OF TEXAS.

ADDITIONALLY, I, THE PARENT/GUARDIAN OF THE MINOR CHILD, ASSERT THAT I HAVE EXPLAINED THE INHERENT RISKS OF HOUSE OF AIR ACTIVITIES TO MY MINOR CHILD AND THAT THE MINOR CHILD UNDERSTANDS THIS AGREEMENT AND AGREES TO COMPLY WITH THE SAFETY RULES.

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

Adult Date of Birth (MM/DD/YYYY)

Signature

Minor Participant Section (under 18 years of age)

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

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

MINOR Date of Birth (MM/DD/YYYY)

Name of Party _____ Date _____ Employee Initials _____