

# PARTICIPATION AGREEMENT

(Legal Guardian or Individual over the age of 18)

## INHERENTLY RISKY RECREATIONAL ACTIVITY – MAY RESULT IN DEATH OR PARALYSIS – JUMP AT OWN RISK

THIS **PARTICIPATION AGREEMENT** is made and is effective as of the last date executed (hereinafter the "Effective Date") by and between **Get Air Stone Mountain LLC** (hereinafter "**Get Air**") and the adult or guardian identified (hereinafter "**Adult**"), who is executing this Participation Agreement personally, and on behalf of themselves and any minor children specified below (the Adult and any minor children are collectively referred to hereinafter as the "**Participants**"). Get Air and Participants are collectively referred to hereinafter as the "**Parties**."

WHEREAS, Get Air owns and/or operates a recreational trampoline park located at 2075 W Park Place Blvd, Stone Mountain, GA (hereinafter the "**Trampoline Park**"); and

WHEREAS, Get Air makes the Trampoline Park available to customers solely for recreational use and enjoyment, not as a service to the general public; and

WHEREAS, Participants desire to participate in **ALL** the recreational activities available at the Trampoline Park; and

WHEREAS, Participants know, understand and acknowledge that participation in **ANY** of the recreational activities available at the Trampoline Park is purely voluntary, not essential or necessary, and intended solely for recreational enjoyment; and

WHEREAS, Participants know, understand and acknowledge that the use of trampoline equipment (including the trampoline equipment at Trampoline Park), obstacle courses and the facilities constitutes an **inherently risky recreational activity that is likely to result in serious injury (such as paralysis and death), damage to property, and injury to third parties**; and

WHEREAS, Get Air will not make the Trampoline Park available to Participants unless Participants are willing to take **personal responsibility** for any and all known and unknown injuries to Participants, damage to property, and injuries to third parties that may result from Participants' voluntary participation in **ALL** the recreational activities available at the Trampoline Park and any of the other causes identified hereinafter.

## **AGREEMENT**

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions, representations, and agreements contained herein, as well as the cost of admission to the Trampoline Park, the Parties hereby agree as follows:

### **1. Waiver and Release of Liability**

Whether using equipment and/or the facilities or not, all Participants, on behalf of themselves, and their parents, spouses, children/wards, heirs, assigns, representatives, estates, successors, attorneys, insurers, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "**Releasing Parties**"), forever, finally, fully, permanently and unconditionally waive, release, acquit and discharge Get Air, and its present and former employees, owners, members, principals, directors, subsidiaries, affiliates, representatives, predecessors, successors, shareholders, partners, parents, officers, agents, assigns, servants, attorneys, insurers, suppliers, manufacturers, clients, customers, participants, and all other persons, firms, partnerships or corporations connected therewith (collectively referred to hereinafter as the "**Released Parties**"), to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the trampoline equipment and any of the other facilities at the Trampoline Park, and any claims for costs, expenses and attorneys' and expert fees associated therewith.

## **2. Assumption of Risk**

Releasing Parties **know, understand** and **acknowledge** that the use of trampoline equipment (including the trampoline equipment at Trampoline Park), obstacle courses, as well as the facilities **constitutes an inherently risky recreational activity that may result in serious injury (such as paralysis and death), injury to third parties, and damage to property**. Releasing Parties know, understand and acknowledge that these risks include, but are not limited to, falling off equipment, double bouncing, collision with fixed objects and/or people, and **failed attempted jumps and stunts**. Releasing Parties hereby assume the risk both known and unknown of **personal injury or death, injury to third parties, and damage to property** that arise out of or relate in any way to Participants' past, present or future use of the trampoline equipment, obstacle course, and the Trampoline Park premises.

## **3. Indemnification**

Releasing Parties hereby indemnify and covenant to hold harmless and defend Released Parties from any and all charges, passive and active negligence, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the trampoline equipment and any of the other facilities at the Trampoline Park, and any claims for costs, expenses and attorneys'/expert fees associated therewith.

## **4. Fitness to Participate**

Participants represent that they: (i) Are in good health, and in proper physical condition to participate in ALL activities on the Trampoline Park premises; (ii) Are NOT under the influence of alcohol, illicit or prescription drugs that would in any way impair their ability

to safely participate in any activity on the Trampoline Parks premises; (iii) Do NOT have ANY preexisting conditions which would make Participants unfit to participate in ANY activity at the Trampoline Park. It is the sole responsibility of all Participants to determine sufficiency of health, fitness, and ability to participate in ANY activity on the Trampoline Park premises.

## **5. Covenant Not to Sue**

Releasing Parties hereby covenant not to sue Released Parties on account of any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, dues, sums of money, accounts, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the trampoline equipment and any of the other facilities at the Trampoline Park, and any claims for costs, expenses and attorneys' fees associated therewith.

## **6. Representations, Warranties, and Further Assurances**

**Adult represents** and warrants that she/he was **given ample opportunity to read** and review this Participation Agreement. Adult further represents and warrants that she/he is the **parent or legal guardian of the minor** Participants, and that she/he has and will maintain adequate medical or other insurance to cover and pay for any possible injury that may occur to Participants and/or third parties that arise out of or relate in any way to Participants' use of the trampoline equipment, obstacle course, or the premises of the Trampoline Park. Participants further represent and warrant that they HAVE read and MUST follow the rules of the Trampoline Park, and will cause other Participants (including minor children) to follow such rules, including without limitation the safety video rules, rules conveyed orally, and any rules posted on signs within the Trampoline Park.

## **7. Integration**

This Participation Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged, or abridged except by an agreement in writing executed by all of the Parties hereto.

## **8. Binding Nature of this Participation Agreement**

The provisions of this Participation Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

## **9. Severability**

All the provisions of this Participation Agreement shall be considered as separate terms and conditions. In the event that any provision hereof is determined to be invalid, prohibited, or unenforceable by a court or other body of competent jurisdiction, this Participation Agreement shall be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable. Notwithstanding the foregoing two sentences, in the event

that any of the provisions of this Participation Agreement should be determined to be invalid, prohibited or unenforceable, the validity, legality and enforceability of the remaining provisions contained in this Participation Agreement shall not in any way be affected or impaired thereby.

## **10. Choice of Law and Jurisdiction**

This Participation Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any conflict of law rules of another state. Releasing Parties explicitly know, understand and acknowledge that the laws of the State of California may be more likely to recognize the validity and enforceability of the terms of this Participation Agreement-and particularly the parental waiver and indemnification provisions-than the laws of the other states (including the state where the Trampoline Park is located and/or the Releasing Parties reside). In executing this Participation Agreement, Releasing Parties' expressly intend and desire for the substantive laws of the State of California to govern the validity and enforceability of this Participation Agreement.

## **11. Mediation and Arbitration**

**By signing this Agreement the Participants, to the fullest extent permitted by law, are agreeing to arbitration, and waiving their right to seek relief in a court of law or to maintain other available court action or administrative proceedings to settle Participants' disputes.** Any and all disputes, claims, or controversies arising out of or relating in any way to Participants' use of the trampoline equipment, the obstacle course or any of the other facilities, or premises at the Trampoline Park shall be submitted to a formal mediation using a mediator either appointed by the American Arbitration Association or any other mediator to which the Parties agree. Mediation must commence within any applicable statute of limitations, and shall be deemed to commence when a Party notifies the agreed-upon mediator, in writing, of its request for mediation, the subject of the dispute, and the relief requested. Mediation shall be deemed to be in the nature of settlement negotiations and any dispute not otherwise satisfactorily resolved shall be subject to mandatory, final and binding arbitration. Either Party may initiate arbitration with respect to the matters submitted to mediation by notifying the other Party, in writing and within ten days after the mediation is concluded, of its demand for arbitration. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case. Any mediation and arbitration shall be conducted in California. Arbitration shall be the sole and exclusive forum for resolution of the dispute, claim or controversy, and the award shall be in writing, state the reasons for the award, and be final and binding. Judgment thereon may then be entered in any court of competent jurisdiction.

## **12. Attorney Fees for Breach of this Participation Agreement**

In the event either Party hereto defaults in any of the covenants or agreements contained herein, including without limitation the eleventh clause, the non-prevailing Party shall pay all costs and expenses, including reasonable attorneys' fees and expert fees, incurred by the prevailing Party as a result of this default.

## **13. Acknowledgment of the Rules**

All participants MUST READ, UNDERSTAND and FOLLOW all Trampoline Park rules. By signing this Agreement you are representing and warranting that you have READ, UNDERSTAND and WILL FOLLOW ALL RULES.

**14. Video, Photo, and Image Release**

The Agreement gives Get Air the exclusive rights and permissions to use all media captured on the Trampoline Park premises. Including but not limited to: security footage, photos, and video. Which can be used for any and all purposes including but not limited to publication in both printed and electronic media, internet, websites, advertisement, and other promotional uses.

**15. Subsequent Visits**

This Agreement shall apply to ALL of Participants' future visits to Get Air.

IN WITNESS WHEREOF, the Adult has signed this Participation Agreement as of the date set forth above.

Name of Adult: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**If you, the Adult, are signing this Participation Agreement personally,  
AND on behalf of a minor child or minor children,  
please write their names below:**

Name of Child: \_\_\_\_\_

Name of Child: \_\_\_\_\_

Name of Child: \_\_\_\_\_

Name of Child: \_\_\_\_\_