

AIRMAXX TRAMPOLINE PARK & FUN CENTER LLC RELEASE AND PARENT/GUARDIAN WAIVER OF LIABILITY

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

In consideration for being permitted in Airmaxx and related activities (collectively, "activities") conducted by and at Airmaxx: ASSUMPTION OF RISK: I agree that I and/or my child/ward am voluntarily participating in the activities offered by Airmaxx including, but not limited to, the use of the equipment, facilities, and the premises. I am assuming on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which may incur to me and/or my child/ward. I understand that the Airmaxx facility has trampolines and inflatables and that using trampolines and inflatables have inherent risks, which include the risk for serious physical injury and death. Further, I have explained these risks to my child/ward. In spite of the risks mentioned above, I freely want to participate and as such, I assume all of the risk and responsibility for the injury, death or disability that may result.

RELEASE OF LIABILITY: I understand that I and/or my child/ward will be engaging in recreational and sporting activities while using Airmaxx facility and it is my voluntary and informed decision to release any liability, lawsuits or claims that we may have against the releases. Therefore, I agree on behalf of myself and my child/ward and our personal representative, successor, heirs, and assigns to hold Airmaxx and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and owners, manufacturers and installers of the equipment comprising the Airmaxx facility (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my and/or my child/ward's participation at the Airmaxx facility, including any such claims for negligence.

I expressly release, absolve and forever discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury, or death to me or my child/ward, while participating in any of the activities offered at the Airmaxx facility. This includes, without limitation, use of trampolines, inflatables, receiving instruction strenuous bodily movement, and any other activities in and around the Airmaxx facility. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any Releasees or from any other cause. This Waiver and Release of Liability includes, but is not limited to, death, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) use of any equipment that malfunctions or breaks, (c) improper maintenance of the facility, grounds, or any equipment, (d) instruction or supervision, or (e) slipping, tripping, and/or falling while in the facility or on the surrounding premises.

Any lawsuit arising from the use of the Airmaxx facility shall be brought in a court in Hennepin County, Minnesota, and Minnesota law shall apply to any dispute.

I hereby waive my right to trial by jury and agree that any controversy between included parties will be resolved through the mediation process.

I further grant Airmaxx the right to photograph, video tape, and/or record me and/or my child/ward and to use me or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I grant permission to contact me via my email address with special offers, events and promotions. I will inspect the portions of the facility that I intend to use prior to my using it and will immediately report any defect to management.

I and/or my child/ren are in good physical condition for the activity in which I and/or my child/ren will be participating and certify that I and/or my child/ward do not have any medical condition that may preclude me and/or my child/ward from safely participating.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING LEGAL ACTION OR ASSERT A CLAIM FOR DEATH, INJURY OR LOSS OF ANY KIND AGAINST AIRMAXX. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEY'S FEES AND DEFENSE COSTS INCURRED BY AIRMAXX IN CONNECTION WITH OR IN DEFENSE OF THAT CLAIM.

I have read the above, considered its effects, understand its content, and agree, on behalf of myself and or child/ward, to the terms stated above. This agreement specifically contains an indemnity agreement whereby I agree to reimburse the Releasees against any damages (including attorney's fees and costs) incurred as a result of any lawsuit, claim, or action brought by myself, my child/ward, or any other party, related in any way to me or my child's/ward's use of Airmaxx facility. I further understand that no person has permission to use Airmaxx facility without an effective and validly signed Release and Parental/Guardian Waiver of Liability.

I understand that I am voluntarily giving up my and or child's/ward's right to bring a lawsuit or claim against the above mentioned Releasees. I further understand and accept the above risks related to these activities.

If signing on behalf of a minor, I certify that I am the parent or legal guardian of the minor(s) listed on this Agreement, and acknowledge that I assume all obligations under this Agreement.

Guardian Information:

Print Name of Adult _____ Date of Birth _____

Age _____

(ADULT INFORMATION)

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Participant Information:

Print Name of Participant _____

(Date of Birth) _____

Print Name of Participant _____

(Date of Birth) _____

Print Name of Participant _____

(Date of Birth) _____

Signature of participant over 18 or Parent/Legal Guardian of Minor _____

Date _____