

# THE AIROSPHERE LLC, WAIVER, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK

The Airosphere, LLC (The Airosphere) regards your safety and the safety of others as our top priority. We take care to reduce the traditional risks associated with use of our facilities. 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, contacting hard surfaces, landing incorrectly, weight differences between participants, catching a foot or other body part under a pad, and strikes by dodgeballs or other equipment. **Inherent risks** also include, but are not limited to, unexpected equipment failure, unknown facility hazards, careless behavior by you or other participants, errors in judgment by a The Airosphere employee, and injuries caused by negligence on the part of The Airosphere.

In spite of the benefits of the activities at The Airosphere, we want 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 and/or neck sprains, and chipped or broken teeth. *Catastrophic Injuries* are very rare. These injuries may include, but are not limited to, permanent disabilities, spinal injuries, paralysis, and even death.

In consideration of The Airosphere allowing me, and, if applicable, my minor child of whom I am the parent or natural guardian as defined by Florida law ('Child'), to participate in the services and activities, including, but not limited to, inflatable attractions and other amusement activities (collectively 'Activities'), provided by The Airosphere and their agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, franchisees, and any and all other persons and entities acting in any capacity on their behalf including their successors or assigns, I agree hereby to forever release, indemnify and discharge The Airosphere on my behalf, and, if applicable, on behalf of my Child, the Child's parents, the Child's guardians, the Child's heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent the Child or act on behalf of the Child as follows:

**DESCRIPTION AND CHARACTER OF ACTIVITY:** Activities at The Airosphere include, but are not limited to, inflatable bouncing and activities, fitness class/workouts, arcade games, laser maze, team building activities, rock wall climbing, sliding, cliff jumping, obstacle course, jousting, and a café for snacks. These activities provide an opportunity for fun, improved physical fitness, vigorous exercise, exciting group competition, wholesome recreation, and other

benefits. Trampolining is an inherently dangerous activity. The activity and exertion level can range from moderate to very rigorous – depending on your personal desire. You acknowledge that you, and, if applicable, your Child’s participation in the Activities entails both known and unknown risks or potential risks, characteristic of, intrinsic to and/or an integral part of, such Activities, deriving from, but not limited to, slipping and/or falling on and/or off equipment; collision with fixed objects and/or people; attempted jumps, runs, stunts, tumbles, somersaults, maneuvers and/or other acrobatics; having multiple participants participate in the Activities at one time; the physical and/or medical condition, fitness and/or abilities of the participants; weight differences between participants; and/or simple and/or gross negligence and/or omissions committed by you, your Child and/or any other participant, observer, customer or invitee. Such risks could result in, but not be limited to, damage and/or injury to you, and if applicable, to your Child, property, and/or to third parties and/or entities, including, but not limited to: loss of property, loss of balance, fatigue, dizziness, paralysis, quadriplegia, death, and/or physical and/or emotional injuries, including, but not limited to, sprains, strains, contusions, abrasions, fractures, scrapes, bumps, bruises, cuts, lacerations, soft tissue damage, dislocations, pinched fingers and/or nerves, and/or serious, crippling and/or disabling injuries to the face, arms, hands, legs, feet, head, back, shoulders, spine, spinal cord, neck, internal body parts and/or any other body parts. I further acknowledge that participation may also result in heat stroke, heart attacks, dehydration, and other exertion related medical events.

ASSUMPTION OF INHERENT RISKS: I understand that the inherent risks of The Airosphere activities are serious and that some of these activities involve dangers regardless of the care taken by The Airosphere. I realize that The Airosphere activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and I (a) know and understand the nature of The Airosphere activities; (b) I know and understand the demands of those activities relative to my, and if applicable, my Child’s, physical condition and skill level; and (c) 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, participation at The Airosphere is voluntary and that I knowingly assume all inherent risks of the activity on behalf of myself and, if applicable, my Child. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the activities that take place at The Airosphere may be monitored generally by The Airosphere employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously.**

RELEASE OF LIABILITY: Despite all known and unknown risks or potential risks, on behalf of my Child (if applicable) and myself, I hereby expressly and **voluntarily waive, release, discharge and covenant not to sue or otherwise make a claim against** The Airosphere, including their respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, and assigns, from liability **from any and all claims, whether in law or equity, arising from the use of The Airosphere facilities and services, including, but not limited to, any injury resulting from ordinary negligence.**

SPECIFIC RELEASE FOR BLACKLIGHT/REDUCED LIGHTING/SPECIAL EFFECTS:  
From time to time, The Airosphere may engage in special activities using reduced and/or altered

lighting and special effects which can increase the inherent dangers of the activity and can lead to injuries as discussed above. I acknowledge and agree that I and my child may participate voluntarily in these activities solely at our own risk, and that by participating, we agree to be bound by the terms of this agreement.

**AGREEMENT TO PAY MY OWN MEDICAL EXPENSES:** I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, and/or disabilities that I or my child might sustain as a result of using The Airosphere facilities and/or any of its equipment. I acknowledge and agree that if medical assistance of any kind or form, including, but not limited to, emergency care, hospitalization, outpatient care,, etc. is required or performed as a result of any injury I or my child sustain while using The Airosphere facilities and/or equipment, such shall be done at my own expense.

**PHYSICAL CONDITION/EQUIPMENT AND FACILITIES INSPECTION:** I hereby certify that I, and if applicable, my Child is/are physically fit for participation in the Activities and have the skill level required to participate in the Activities, and I have not been advised otherwise. I agree that before we participate in the Activities, I have inspected the related facilities and equipment, or have had the opportunity to inspect the facilities and equipment. I have or will immediately advise The Airosphere of any unsafe condition observed, and we will refrain from participating in the Activities until all unsafe conditions observed have been remedied.

**MEDICAL AUTHORIZATION:** I, on behalf of myself, and if applicable, my child, assert that The Airosphere can administer emergency first aid if deemed necessary; The Airosphere can secure emergency medical care and/or transportation if deemed necessary; and I assume all costs of emergency medical care and/or transportation. However, I acknowledge that The Airosphere shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

**GOVERNING LAW AND WAIVER OF JURY TRIAL:** In the event a lawsuit is filed against The Airosphere, I agree that venue rests solely in Hillsborough County, Florida, and that the substantive law of Florida shall apply without regard to any conflict of law rules of that State. I specifically waive the right to a trial by jury for any action related to and/or arising out of this agreement.

**AGREEMENT CONSTRUCTION:** If any portion of this agreement is found to be void or unenforceable, I agree that the remaining portion shall remain in full force and effect.

**DURATION OF AGREEMENT:** I understand that this agreement extends for twelve months into the future and will have full force and legal effect each and every time I and/or my Child visits The Airosphere.

**CONSENT TO TRANSFER:** I hereby give consent for The Airosphere to transfer the information from this waiver into their electronic waiver system. This consent includes my authorization for The Airosphere to input my name as an electronic signature on such waiver. I agree to be bound by the terms of the electronic waiver as though I had personally signed such wavier.

PHOTO RELEASE: By entering The Airosphere and participating in the activities, I hereby grant The Airosphere on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me and my child(ren)/ward(s) in connection with The Airosphere and to use the photographs and/or recordings for all purposes, including advertising and promotional purposes, in any manner and in all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I further acknowledge and agree that this release is for any purpose, including advertising, promoting, exploiting, and/or publicizing The Airosphere. I further agree that the foregoing includes the consent to use my and/or my child's physical likeness in any form. I waive any right to inspect or approve the use of photographs and/or recordings, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

INDEMNITY: I hereby agree that I will indemnify and hold The Airosphere harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by The Airosphere, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments The Airosphere incurs in the event that I, and, if applicable, my Child causes any injury, damage and/or harm to any The Airosphere agent, owner, officer, director, principal, volunteer, participant, client, customer, invitee, employee, independent contractor, insurer, facility operator, land and/or premises owner, franchisee, and/or any and all other persons and entities acting in any capacity on behalf of The Airosphere for one year from the date of this agreement.

ATTORNEYS' FEES AND COSTS AND INTEREST: Should The Airosphere, or any person and/or entity acting for it and/or on its behalf, be required to incur attorneys' fees and/or costs to enforce this agreement, I promise to indemnify The Airosphere for all such fees and costs, up through and including any and all appeals, including, but not limited to, all fees and costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of The Airosphere, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

ADVICE OF ATTORNEY: I have had 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 that me and/or my Child will be bound by all terms and conditions set forth herein.

## **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY.  
YOU ARE AGREEING TO LET YOUR MINOR CHILD  
ENGAGE IN A POTENTIALLY DANGEROUS  
ACTIVITY. YOU ARE AGREEING THAT, EVEN IF  
THE AIROSPHERE USES REASONABLE CARE IN**

**PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE AIROSPHERE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE AIROSPHERE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

In summary, I acknowledge that if I or any of my children are injured in any way, this waiver prevents and prohibits any recovery of money from any The Airosphere related entity.  
Date: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Parent's Printed Name: \_\_\_\_\_

Parent's email address: \_\_\_\_\_

Parent's telephone number: \_\_\_\_\_

Print Child's Name: \_\_\_\_\_

Child's Birthday: \_\_\_\_\_

If you have additional children participating, please list their name(s) and birthday(s) below or on the back of this form.