

WAIVER AND RELEASE OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AND PARTICIPANT AGREEMENT

IN CONSIDERATION OF THE SERVICES OF H2O PARTNERS AND BIG AIR FUN, LLC, I, THE UNDERSIGNED ADULT LISTED BELOW, AM AT LEAST 18 YEARS OF AGE, AND AGREE AND UNDERSTAND THAT THE TRAMPOLINES AND ACTIVITIES AT BIG AIR HAVE INHERENT RISKS, AND THAT PARTICIPATION IN THE ACTIVITIES AND USE OF THE TRAMPOLINES AND EQUIPMENT MAY RESULT IN SERIOUS INJURY, INCLUDING BUT NOT LIMITED TO THOSE SET FORTH IN THE ASSUMPTION AND ACKNOWLEDGMENT OF RISKS PARAGRAPH BELOW. I FURTHER UNDERSTAND THAT THE ACTIVITIES AND TRAMPOLINES AT BIG AIR WILL BE SHARED WITH OTHERS OVER WHOM BIG AIR HAS NO CONTROL. WITH THE FOREGOING UNDERSTANDING, I AGREE AS FOLLOWS:

ASSUMPTION AND ACKNOWLEDGMENT OF ALL RISKS. I, ON MY OWN BEHALF, AND ON THE BEHALF OF THE BELOW-LISTED MINOR(S), AS THEIR PARENT, LEGAL (COURT APPOINTED) GUARDIAN OR CUSTODIAN, KNOWINGLY, VOLUNTARILY, AND FREELY ACCEPT AND ASSUME ANY AND ALL RISKS, BOTH KNOWN AND UNKNOWN, OF INJURIES OR OTHER LOSS OR DAMAGE MAY SUFFERED WHILE ON BIG AIR'S PREMISES, HOWEVER CAUSED, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE** OF H2O PARTNERS LLC AND/OR BIG AIR FUN, LLC, THEIR PRINCIPALS, OFFICERS, OWNERS, SHAREHOLDERS, EMPLOYEES, LANDLORD (INCLUDING PS BUSINESS PARKS, LP), EQUIPMENT MANUFACTURERS OR REPAIR PERSONS, SPONSORS, AGENTS (ALL COLLECTIVELY REFERRED TO BELOW AS "RELEASED PARTIES"). SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO CUTS AND BRUISES, FALLS, BROKEN BONES, INJURIES TO WRISTS, ARMS, LEGS, ANKLES, BACKS, HEADS AND NECKS, INJURIES FROM FLIPS OR CONTACT WITH OTHER PARTICIPANTS, AND/OR SPINAL INJURIES.

WAIVER OF ALL CLAIMS. I, ON MY OWN BEHALF, AND ON BEHALF OF THE BELOW-LISTED MINORS, **EXPRESSLY WAIVE ANY AND ALL CLAIMS, SUITS OR DEMANDS FOR PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS** AGAINST THE "RELEASED PARTIES", AND EACH OF THEM, INCLUDING BUT NOT LIMITED TO **ANY AND ALL NEGLIGENCE, NEGLIGENT SUPERVISION, AND NEGLIGENT INSTRUCTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WAIVER IS INTENDED TO BE A COMPLETE RELEASE OF THE RELEASED PARTIES FOR ANY AND ALL RESPONSIBILITY FOR PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH SUSTAINED BY ME OR ANY OF THE BELOW LISTED MINORS ON BIG AIR'S PREMISES, WHETHER ARISING OUT OF OR RESULTING FROM MY OR THEIR PARTICIPATION IN ACTIVITIES, USE OF TRAMPOLINES OR OTHER PLAY EQUIPMENT, PARKING LOTS, PREMISES AND FACILITIES. THIS RELEASE APPLIES FOR ANY DATE IN THE FUTURE (INCLUDING TODAY'S DATE) THAT I, OR THE MINOR LISTED BELOW, MAY VISIT BIG AIR'S FACILITY, AND IS FURTHER BINDING ON THE HEIRS, REPRESENTATIVES AND ESTATES OF THE UNDERSIGNED AND MINOR(S). I FURTHER AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, FROM AND AGAINST ALL CLAIMS, DAMAGES, INJURIES, EXPENSES, OR DEATH ARISING OUT OF OR RESULTING FROM ADMINISTERING OF OR FAILING TO ADMINISTER MEDICAL ASSISTANCE TO ME OR ANY OF THE BELOW-LISTED MINORS.

INDEMNITY: I FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, AND EACH OF THEM, INCLUDING ATTORNEYS FEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS OR DEMANDS RESULTING FROM ANY LOSS, INJURY, DAMAGE, OR DEATH, AS WELL AS PROPERTY DAMAGE, ARISING OUT OF, CONNECTED TO, OR RELATING IN ANY WAY TO THE PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN, AND/OR THE PRESENCE ON THE PROPERTY.

AUTHORIZATION TO USE IMAGE AND PERSONAL INFORMATION: RELEASORS ARE HEREBY GRANTED THE RIGHT TO USE ANY IMAGES AND PERSONAL INFORMATION OF THE UNDERSIGNED, IN ANY SOCIAL MEDIA, WEBSITES, OR OTHER MARKETING MATERIALS.

I, FOR MYSELF, AND AS PARENT, LEGAL GUARDIAN OR CUSTODIAN OF THE MINOR(S) LISTED BELOW, WILLINGLY AGREE TO READ, OBEY, AND COMPLY WITH ALL POSTED, SPOKEN AND/OR SAFETY RULE SIGNS AND CONDITIONS FOR ATTENDANCE AT BIG AIR, PARTICIPATION IN ACTIVITIES, AND USE OF TRAMPOLINES AND OTHER EQUIPMENT, AND UNDERSTAND THAT THE FAILURE TO DO SO MAY RESULT IN SERIOUS INJURY OR DEATH. I REPRESENT THAT I AND ALL MINORS LISTED BELOW ARE PHYSICALLY FIT, OTHERWISE HEALTHY AND ABLE TO SAFELY PARTICIPATE IN ALL ACTIVITIES AND USE ALL OF THE TRAMPOLINES AND EQUIPMENT AT BIG AIR. I FURTHER ACKNOWLEDGE THAT RECREATIONAL SERVICES ARE BEING PROVIDED, AND NO SALE, LEASE OR BAILMENT OF EQUIPMENT IS ANY PART OF TRANSACTION HEREIN. I AGREE THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL REMAIN FULLY EFFECTIVE.

I, FOR MYSELF, AND FOR THE BELOW-LISED MINOR(S), AS THEIR PARENT, LEGAL GUARDIAN OR AUTHORIZED CUSTODIAN, DO READ AND UNDERSTAND ENGLISH, AND HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND AGREE TO BE BOUND BY IT FOR MYSELF AND ON BEHALF OF ALL BELOW-LISTED MINOR(S).

NOTICE: BY SIGNING THIS, YOU ASSUME ALL RISK OF INJURY OR DAMAGE AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY TO THE FULLEST EXTENT PERMITTED BY LAW.

Adult Name (PRINT First & Last) (INK ONLY)		Adult Signature (INK ONLY)		Adult DOB	Date
(PRINT)		(SIGN)			
(ADDRESS)				(CELL PHONE)	
(CITY)	(STATE)	(ZIP CODE)		(EMAIL) *	

*You are not required to provide your email address

CHILD Name (PRINT First & Last) (INK ONLY)	DOB	Adult's Relationship to Child (circle one)	
(PRINT)		Parent	Legal Guardian
(PRINT)		Parent	Legal Guardian
(PRINT)		Parent	Legal Guardian

Customer Number

Name of Party You are Attending (or write "N/A" if not a party): _____
 Adult Emergency Contact: _____ Email: _____ Cell Phone _____