

**AIRHEADS OF PINELLAS, LLC. d/b/a AIRHEADS TRAMPOLINE ARENA
PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, and ASSUMPTION OF RISK**

In consideration of being permitted by AirHeads of Pinellas, LLC. d/b/a Airheads Trampoline Arena to participate in its activities and to use its equipment and facilities, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate I hereby agree to **release, indemnify, hold harmless and discharge** AirHeads of Pinellas, LLC. d/b/a Airheads Trampoline Arena and its agents, owners, members, shareholders, directors, officers, partners, employees, volunteers, participants, manufacturers, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns, and all other persons or entities acting in any capacity (collectively referred to as ATA) on its behalf as follows:

The following paragraph applies to all participants:

1. All participants agree to follow the rules of ATA All participants acknowledge that participation in ATA trampoline games or activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, my child, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: Slipping and falling, collision with fixed objects or people, injuries that include: sprains, fractures, scrapes, bruises, cuts, dislocations, pinched fingers, and serious injuries to the head, back or neck; the negligence of other participants, myself, or my child; my own or my child's physical condition; physical contact with others; and failure to warn of an inherent risk. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping, and running, and bouncing off the walls is dangerous and can cause serious injury and must be done at the participant's own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

The following paragraphs apply to adult participants:

2. I know of the risks involved in this participation, understand that serious injury, and even death, is possible in such participation, and choose to accept such risks. I voluntarily accept any and all responsibility for my own safety and welfare while at ATA, with understanding of the risks involved. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless ATA from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of ATA equipment or facilities, **including any such claims that may arise out of the negligence of ATA and/or their employees.**
4. Should ATA or anyone acting on their behalf, be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold ATA harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. I agree to release, defend, indemnify and hold harmless ATA in the event they are made a party to a lawsuit as a result of my negligence. Such indemnification shall include attorney's fees and costs in the event ATA is required to defend themselves.
7. In the event that I file a lawsuit against ATA, I agree to file it only in Pinellas County, Florida and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
8. In consideration of being permitted to participate at ATA, I grant ATA the irrevocable right and permission to photograph and/or record me in connection with ATA to use the photograph and/or recording for all purposes, including advertising and promotional purposes in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without any compensation of any kind. All photographs and/or recordings are exclusive to ATA.

The following paragraphs apply to minor participants:

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 ATA 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 ATA 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 ATA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

9. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.
10. I know of the risks involved in this participation, understand that serious injury, and even death, is possible in such participation, and choose to accept such risks. I voluntarily accept any and all responsibility for my child or ward's safety and welfare while at ATA, with understanding of the risks involved. On behalf of my child or ward, I expressly agree and promise to accept and assume all the risks existing in this activity. My child or ward's participation in this activity is purely voluntary and I elect to allow my child or ward to participate in spite of the risks.
11. In consideration of my minor child or ward's being permitted by ATA to participate in its activities and to use its equipment and facilities on behalf of my minor child or ward, I hereby voluntarily waive and release, in advance, any claim or cause of action against ATA resulting from the inherent risks in participating in ATA trampoline games or activities. I am not releasing any claims on behalf of my minor child or ward arising out of the negligence of ATA and/or their employees.
12. I further agree to defend, indemnify and hold harmless ATA from any and all claims or suits for personal injury, property damage, or otherwise which are brought by, or on behalf of my minor child or ward, including those as a result of the negligence of ATA themselves and which are in any way connected with such use or participation by the minor, including injuries or damages caused by negligence of ATA.
13. Should ATA or anyone acting on their behalf, be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold ATA harmless for all such fees and costs.
14. I certify that I have adequate insurance to cover any injury or damage that my child or ward may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that my child or ward may have.
15. I agree to release, defend, indemnify and hold harmless ATA in the event they are made a party to a lawsuit as a result of my child or ward's negligence. Such indemnification shall include attorney's fees and costs in the event ATA is required to defend themselves.
16. In the event that I file a lawsuit against ATA on behalf of my child or ward, I agree to file it only in Pinellas County, Florida and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
17. I agree as the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at ATA, grant ATA the irrevocable right and permission to photograph and/or record my child(ren)/ward(s) in connection with ATA to use the photograph and/or recording for all purposes, including advertising and promotional purposes in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without any compensation of any kind. All photographs and/or recordings are exclusive to ATA.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my or my minor child or ward's participation in this activity, I and/or my minor child or ward may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against ATA. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Adult Participant: _____ Today's Date: _____

Printed Name of Adult Participant: _____ Driver's License: _____

Date of Birth of Adult Participant: ____/____/____ (MM/YY) Email: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact: _____ Relation: _____ Emergency Phone: _____

**MINOR PARTICIPANTS SUBJECT TO THIS AGREEMENT
(Must be completed for all participants under the age of 18)**

Minor Name: _____ DOB(MM-YY) ____/____/____ Minor Name: _____ DOB(MM-YY) ____/____/____

Minor Name: _____ DOB(MM-YY) ____/____/____ Minor Name: _____ DOB(MM-YY) ____/____/____

Signature of Parent or Guardian of Minor Participant(s): _____ Today's Date: _____

Printed Name of Parent or Guardian of Minor Participant(s): _____

Relationship to Minor Participant(s): _____

If different from Adult Participant above: Email: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Driver's License: _____

Emergency Contact: _____ Relation: _____ Emergency Phone: _____