

Axtion Air Jump & Sports Liability Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, COVENANT NOT TO SUE, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK PARTICIPANT AGREEMENT

Please read the following rules of the Park and all other rules posted in the Park. You are responsible for understanding and abiding by all these rules. Please ask Team Members if you do not understand something.

1. For each visit, all visitors will check in at the front desk upon arrival.
2. All visitors (jumpers, climbers and any other participants) must fully execute the Liability Waiver Agreement before entry into the Park. A liability waiver signed by an adult also covers the minor children for whom they are legally responsible.
3. Before being allowed to participate, individuals should familiarize themselves with posted trampoline park safety rules.
4. Only climbing equipment approved by Team members is to be used in the climbing facility.
5. For insurance purposes, no instruction is allowed except by Team Members.
6. For climbing activities, employees must perform all clipping and unclipping of the climbing apparatus. Climbers should wait for assistance from a staff member before proceeding to climb.
7. Climber must always double check their climbing system before each and every climb.
8. When using the auto belays you may only climb an arms width to either side of the point where the auto belay is anchored at the top of the wall.
9. No bare feet allowed anywhere! This complies with State Health Codes. Axtion Air Grip Socks required in non-climbing areas. Closed toed shoes required on the ropes course and rock walls.
10. No horseplay! No running, yelling, foul language, jumping or swinging on ropes. No headphones allowed while climbing.
11. No Double Bouncing of 2 visitors on 1 trampoline mat and no Double Flips.
12. No alcohol, drugs, or tobacco allowed. Anyone suspected of being under the influence will not be permitted in the Park. No chewing gum, for safety reasons. Also, food and open drinks are not allowed on padded surfaces.
13. Personal items are not allowed on padded surfaces. Water bottles, bags, etc., should be stored in cubbies or lockers.
14. Management has the right to suspend or terminate any visitor's membership or participation or admission to Park for violation of the Axtion Air policies and/or rules. In such a case, there will be no refund of any fees. Rules are subject to change and will be enforced by Team Members.
15. Any injuries or damaged equipment must be reported immediately to Axtion Air Team Members.
16. For any scheduled activities (such as parties, field trips, group events, camps, after-school program, etc), it is acknowledged that a credit/debit card may be maintained on file, and any amounts due may be charged to the card upon completion of the activity. The customers authorization to charge the card for any portion of the activity, including the deposit, constitutes approval to charge the card for any remaining balance due after services are rendered.
17. These are not all of the Axtion Air policies and rules. Participants are responsible for reading additional policy and rule information posted in the Park.

Axtion Air Jump & Sports Liability Waiver

NOTICE:

YOU MUST BE AT LEAST 19 YEARS OF AGE TO SIGN THIS GENERAL LIABILITY WAIVER BELOW. ALL GUESTS ENTERING OUR PARK MUST SIGN THIS LIABILITY WAIVER FOR THEMSELVES AND THEIR MINOR CHILDREN OF WHOM THEY ARE THE NATURAL OR LEGAL GUARDIAN, WHETHER THEY PURCHASE TICKETS TO PARTICIPATE IN ACTIVITIES OR NOT.

Release of Liability, Waiver of Claims, Covenant Not to Sue, Indemnification, Hold Harmless, and Assumption of Risk Participant Agreement (The Agreement) – Wiregrass Air Park, LLC, D/B/A Axtion Air Park Jump & Sports, Dothan, Al (hereafter AAP)

WARNING, THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES (TO YOURSELF OR YOUR MINOR CHILDREN) OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE FACILITIES AND EQUIPMENT, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES, INCLUDING TRANSPORTATION PROVIDED BY WIREGRASS AIR PARK, LLC, D/B/A AXTION AIR JUMP AND SPORTS (AAP), AXTION AIR PARKS, LLC, DOTHAN AIR EQUIPMENT, LLC OR ANY AFFILIATE, PARENT OR WHOLLY OWNED SUBSIDIARY OF THE SAME, AS WELL AS THE LANDLORD OF THE PREMISES OF THIS AAP STORE (HEREINAFTER COLLECTIVELY REFERRED TO AS “AFFILIATES”. THE TERM “FACILITIES” SHALL MEAN THE PHYSICAL PREMISES WHERE AAP CONDUCTS ITS BUSINESS AND THE TERM “EQUIPMENT” SHALL MEAN THE DEVICES OR TRAMPOLINES, HARNESSSES OR OTHER EQUIPMENT ON WHICH ACTIVITIES OFFERED BY AAP TAKES PLACE. YOU WILL BE RELEASING THE LANDLORD OF THE AAP STORE PREMISES, AAP, ANY PERSONS WHO HAVE PLANNED, DESIGNED, MANUFACTURED OR INSTALLED THE FACILITIES, TRAMPOLINES, OR EQUIPMENT OF AAP, EMPLOYEES OF AAP, AND ANY PERSONS USING THE EQUIPMENT OF AAP (OR ITS AFFILIATES). THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS’ FEES.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK WARNING:

THE USE OF AAP’S FACILITIES AND EQUIPMENT IS DANGEROUS!

I recognize and understand that my participation in any AAP trampoline, aerial, climbing, or other real or virtual games or activities entails known and unanticipated risks that could result in physical, mental or emotional injury including, but not limited to seizures, loss of awareness, eye strain, eye or muscle twitching, involuntary movements, altered, blurred, or double vision or other visual abnormalities, dizziness, disorientation, impaired balance, impaired hand-eye

Axtion Air Jump & Sports Liability Waiver

coordination, excessive sweating, increased salivation, nausea, light-headedness, discomfort or pain in the head or eyes, drowsiness, decreased ability to multi-task, fatigue, or any symptoms similar to motion sickness, all of which can persist and become more apparent hours after use and which may lead to an increased risk of injury when engaging in normal activities in the real world after leaving the Facilities, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My and/or my child(ren)'s participation in this activity is purely voluntary and I elect to participate, or allow my children to participate in spite of the risks. If I and/or my child(ren) are injured, I acknowledge that I or my child(ren) may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT AAP WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD ARE INJURED. I UNDERSTAND AND AGREE THAT I AM RELEASING AAP FOR ANY LOSS ARISING OUT OF ITS NEGLIGENT ACTS OR OMISSIONS. THIS INCLUDES BUT IS NOT LIMITED TO FAILURE TO WARN, SUPERVISE, TRAIN OR DISCIPLINE ANY PERSON. In consideration of AAP allowing my participation in AAP games or activities, I for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge AAP, and their Affiliates of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to AAP, and their Affiliate's ordinary negligence; and I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives, or any assigns, further agree that I shall not bring any claims, demands, legal actions and causes of action, against AAP, and/or their Affiliates, that are in any way associated with AAP games or activities.

NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL 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 AAP OR ITS AFFILIATES USE 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 AAP OR ITS AFFILIATES, 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 AAP HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Axtion Air Jump & Sports Liability Waiver

I certify that I am physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. I acknowledge that I have read the rules, (the "AAP Rules") governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the AAP Rules to the child(ren) listed in this waiver. I understand that the AAP Rules have been implemented for the safety of all guests at the Location, including myself and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself and/or my child(ren) from the Location. 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. If there are any disputes regarding this agreement, I on behalf of myself and/or my child(ren) hereby waive any right I and/or my child(ren) may have to a trial and agree that such dispute shall be brought within one year of the date of this Agreement and will be determined by binding arbitration before one arbitrator to be administered by the American Arbitration Association (AAA) pursuant to its Arbitration Rules and Procedures. I further agree that the arbitration will take place solely in the state of Alabama and that the substantive law of Alabama shall apply. Should AAP or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I for myself and on behalf of my child(ren), and/or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs.

If, despite the representations made in this agreement, I or anyone on behalf of myself and/or my child(ren) file or otherwise initiate a lawsuit against AAP, in addition to my agreement to defend and indemnify AAP, I agree to pay within 60 days, liquidated damages in the amount of \$5,000 to AAP. Should I fail to pay this liquidated damages amount within the 60 day time period provided by this Agreement, I further agree to pay interest on the \$5,000 amount calculated at 12% per annum.

I hereby give AAP the absolute right and unrestricted permission to take, use, reproduce, and/or publish photographs and/or video through any form of media (print, digital electronic or otherwise) that may pertain to me and/or my children, including my image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs or for other related endeavors). This material may also appear on any AAP or it's Affiliates Internet Web Pages. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, AAP may publish materials, use my name, photograph, and/or make reference to me in any manner that AAP deems appropriate in order to promote/publicize service opportunities.

I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from AAP at any time.

I would like to receive free text messages to my phone number provided by me below. I may unsubscribe from text messages from AAP at any time.

Axtion Air Jump & Sports Liability Waiver

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AAP on the basis of any claim from which I have released them herein.

I further certify that I am AT LEAST 19 Years of Age and the parent or legal guardian of the child(ren) listed below on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed below.

I acknowledge that I have access to, and understand the posted rules of the Facility and agree to follow ALL rules of the Facility and to comply with the judgment of the Facility staff. Any infractions of the posted rules will result in loss of privileges for that attraction and possibly the Park.

I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND THE TERMS. NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. I AGREE THAT CHANGES TO TERMS, ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED.