

# AirTime Trampoline & Game Park

## ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of being permitted by Spring Loaded I, LLC and/or Spring Loaded II, LLC and/or Spring Loaded III, LLC (licensed to do business as "AirTime") to participate in its activities and/or events (each an "AirTime Activity" and more than one of the foregoing "AirTime Activities," and shall include my use AirTime's equipment and/or facilities), I agree as follows: **1) Release; acceptance of all risks; Indemnification.** I release and discharge the AirTime Released Parties (as defined below) from any and all loss, costs, liability, claims and/or causes of action arising from and/or relating to my admission to AirTime's facility and/or my participation in any AirTime Activity (including but not limited to use of AirTime's equipment and facilities). I covenant not to sue on account of any such loss, costs, liability, claim(s) and/or causes of action released pursuant to this Agreement. I acknowledge that the AirTime Activities involve inherent, known and unanticipated risk, any and/or all of which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage as described in the Addendum; that the risks of the AirTime Activities are open and obvious to me; and I expressly understand, accept and assume all of the risks attendant to the AirTime Activities. I will immediately discontinue participation in all AirTime Activities if conditions are unsafe or that I am unable to participate due to physical or medical conditions. I hereby knowingly and voluntarily agree to indemnify and hold harmless the AirTime Released Parties from any and all claims, demands, or causes of action, including attorneys' fees and expenses, that arise from and/or are in any way related to and/or connected with (a) my participation in any AirTime Activity, and/or (b) any misrepresentation by me in this Agreement, and/or (c) any breach by me of my obligations under this Agreement, and/or (d) any failure to comply with any legal obligation relating to my use of the equipment and/or facilities, or participation in any AirTime Activity and/or (e) any claim by a third party for personal injury based or caused, in whole or in part, upon my participation in any AirTime Activity and/or any and all claims resulting from damage to, loss of, or theft of property. I agree that if, notwithstanding the Release set forth above, any of the AirTime Released Parties shall be found liable to me for any reason whatsoever, for any loss, costs or damages I may suffer, the total liability of the AirTime Released Parties shall be limited to the amount I paid to participate in the AirTime Activities; giving rise to any claim or cause of action for such loss, costs or damages. **2) Rules; Attitude and Behavior.** I will abide by all written and/or posted rules of AirTime; the requirements of applicable law; and any further directions, instructions and decisions of AirTime personnel relating to the manner of my participation in all AirTime Activities and comply with the additional terms governing my behavior as set forth in the incorporated Addendum of Additional Terms. **3) Arbitration.** All claims and controversies are subject to arbitration as set forth in the Addendum. **4) Medical Condition and Treatment.** I represent that I do not have any medical or physical condition that could interfere with my safety or health while in participating in any AirTime Activity, and that I have adequate medical and property insurance to cover any treatment required if I suffer any injury, and to adequately compensate me for any and all other loss or damage I may suffer as a result of and/or cause while participating in any AirTime Activity. I will be solely responsible for all the costs of such injury, loss or damage in the event such insurance proves to be in inadequate. **5) Adequate Time for Review.** I completely understand this Agreement and the incorporated Addendum, I agree to be bound by its terms, understand that I am giving up substantial rights, including my right to sue and acknowledge that I am signing this Agreement freely and voluntarily. **6) Photo/Contact.** I grant AirTime the right to photograph and record me, and permit the unrestricted use of such photographs and recordings pursuant to the Addendum. If I provide contact information, I consent to Airtime contacting me via phone, text message(s) and email. **General:** (a) Entire Agreement. I acknowledge and agree that the Agreement is comprised of this form and the Addendum of Additional Terms and Conditions incorporated by reference as if fully set forth herein (collectively the "Agreement"), which includes terms and conditions relating to, among other items, a fuller description of the risks; rules, attitudes and behavior; arbitration; medical condition and treatment; and photographs; that this Agreement is the entire Agreement between me and AirTime and cannot be modified or changed in any way by representations or statements by any agent or employee of AirTime; and that this Agreement may only be amended by a written document duly executed by all parties. I acknowledge and agree that this Agreement supersedes any and all previous oral or written promises or agreements; (b) Severability. I understand and agree that this Agreement is intended to be as broad and inclusive as is legally permitted and that any unenforceable provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions; (c) Governing Law. This Agreement is governed by Michigan law; (d) Definitions: (i) The "AirTime Released Parties" include AirTime and all trades or businesses under common control, and their respective officers, directors, members, managers, employees, agents, representatives, contractors, insurers, spectators, affiliates, equipment suppliers, volunteers; landlord(s), equipment suppliers, and volunteers; and the heirs, successors and assigns of all of the foregoing; (ii) The words "I," "me," "my" or "myself" or similar pronoun shall mean, (a) if the participant is not a minor, the person identified as and/or who participates in an AirTime Activity as the participant, individually and on behalf of his/her heirs, children, parents, guardian(s), spouse, heirs, next of kin, executors, administrators, conservator, personal representatives and all persons claiming by, through, on behalf of and/or for the benefit the undersigned; and (b) if the participant is a minor, the person who is or represents himself/herself to be the parent and/or legal guardian of the minor, on behalf of such person, as well as on behalf of the minor and the minor's parents, guardian(s), next of kin, executors, administrators, conservator, personal representatives and all persons claiming by, through, on behalf of and/or for the benefit the minor.

**PARTICIPANTS/ADULTS/PARENTS/LEGAL GUARDIANS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

**ADULT/  
PARENT/  
LEGAL  
GUARDIAN**

Adult First Name:		Adult Last Name:		Adult Birth Date:	
Street Address:			City:	State:	ZIP:
Phone #:	Email:	Emergency Contact Name:		Contact Phone #:	

**MINOR  
CHILD  
INFO**

Minor #1 First Name:	Last Name:	Birth Date:
Minor #2 First Name:	Last Name:	Birth Date:
Minor #3 First Name:	Last Name:	Birth Date:
Minor #4 First Name:	Last Name:	Birth Date:

In consideration of minor(s) listed above being permitted to participate in this AirTime Activity I represent that I am a parent or legal guardian of the minor(s) and I further agree to indemnify and hold harmless the AirTime Released Parties from any loss, costs and/or damages arising from and/or relating to any claims brought by or on behalf of minor or are in any way connected with such participation by the minor.



ADULT/PARENT/LEGAL  
GUARDIAN SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_