

Southlake Urban Air, LLC
**Assumption of Risk, Waiver of Liability,
 and Indemnification Agreement**

Nature of the Activity: Southlake Urban Air, LLC (hereafter referred to as SUA) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can help to produce many benefits for the client – including pleasure, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, SUA feels it is important that our clients know that trampoline activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. Even though SUA 1) has designed the facility with safety a prime concern 2) provides instruction in some activities, 3) provides general supervision of activities, 4) has developed rules and policies that focus on safety, and 5) has almost completely eliminated the traditional hazard of trampoline jumping (striking a hard surface or the floor), *it is impossible to eliminate all risk and possibility of injury.*

Some of the activities available at SUA include: General Jumping, Dodgeball, Volleyball, Tumbling, Foam Pit Jumping, and Aerobics. *Inherent risks* might be divided into two types – the first of which is those risks inherent in any trampoline jumping (e.g., landing wrong, over-exertion, unexpected failure of the trampoline surface or attachments, _____). The second type is those risks related to the type of activity (e.g., when playing dodgeball – being injured by the ball or colliding with other participants; volleyball – being injured by the ball, breaking a finger, colliding with another participant, or colliding with the standard supporting the net; tumbling – landing wrong, collisions, or use of improper form or technique; and aerobics – over-exertion or muscle strains). Other inherent risks include erratic co-participant behavior, unexpected equipment failure, and error of judgment by staff members.

SUA feels that it is important that the client understand the three types of injuries that can occur. First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the *Serious Injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is the *Catastrophic Injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, we feel that the client should be aware of all possibilities.

Assumption of Inherent Risks: I have read the above paragraphs and **know** that SUA trampoline activities contain inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of SUA activities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the SUA property, facilities, and services, today and on all future dates, **I** (on behalf of myself, my spouse, my heirs, personal representatives, and assigns) **do hereby release, waive, discharge, and covenant not to sue SUA**, its owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents, from liability **from any and all claims arising from the ordinary negligence** of SUA (and the above named parties).

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in SUA activities (including, but not limited to, instruction, individual trampoline play, trampoline competition, classes, observation, individual use of facilities or equipment, shower/locker room area, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: **I agree to hold harmless, defend, and indemnify SUA** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of mine, my spouse, heirs, personal representatives, or assigns arising from my injury or loss due to my participation at SUA (including claims arising from the inherent risks of SUA activities and those arising from the **ordinary negligence** of SUA).

I further agree to hold harmless, defend, and indemnify SUA (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising

from my conduct in the course of my participation at SUA (including claims arising from the inherent risks of SUA activities and those arising from the **ordinary negligence** of SUA).

Mediation and Arbitration: In the event any dispute arises, I agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at SUA shall be submitted to **binding arbitration** before and in accordance with the applicable Commercial Rules of the American Arbitration Association then in effect. I also waive all right to trial by jury.

Clarifying Clauses: 1) I confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and SUA and cannot be modified or changed in any way by representations or statements by any agent or employee of SUA. 2) I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 3) I also understand that if legal action or demand for arbitration is brought, venue for such action, as appropriate, shall lie in Tarrant County, Texas and that only the substantive laws of the State of Texas shall apply.

Acknowledgements, Assertions, and Agreements:

- I assert that I possess a sufficient level of skill and physical fitness to enable me to safely participate in SUA trampoline activities. I also agree to attempt only activities that I feel I am capable of performing safely. Further, I agree to stay in areas that will not place me in undue danger.
- I assert that I have no health problems that would contra-indicate participation in SUA trampoline activities.
- I acknowledge that SUA recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I authorize SUA to administer emergency first aid, CPR, and use an AED when deemed necessary by SUA.
- I authorize SUA to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by SUA and agree to assume all costs of emergency medical care and transportation.
- I acknowledge that it is my duty to inform the facility staff and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- I acknowledge that the provider will maintain the facilities and conduct the activity in good faith and may find it necessary to terminate my participation in an activity when he/she judges me to be incapable of safely meeting the rigors of the activity. I accept your right to take such actions for the safety of myself and/or other clients.
- I agree to obey all safety rules while participating at SUA and alert the staff to any rules violations or dangerous behavior of co-participants.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. I understand that I am **giving up substantial rights**, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to 1) **ordinary negligence** by SUA and the previously named parties or to 2) the **inherent risks** of the activity, to the greatest extent allowed by law in the State of Texas.

Client Name (Please Print)

Client Signature

Date

Emergency Contact Person _____ Phone _____

Drivers License Number _____