

Airbound Trampoline Park

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

Airbound Trampoline Park (Corporate name ZG 2.0 LLC, hereafter referred to as ATP) is a trampoline park which offers participants the opportunity to participate in a number of trampoline-related physical activities including trampolining, trampoline dodgeball, trampoline basketball, and foam pit jumping. These activities provide the participant with the opportunity for pleasure, physical fitness, healthful exercise, increased energy, competition, wholesome recreation, social events, and a unique experience. The activity 1) exertion level is generally moderate, but can range from mild to strenuous, 2) is suitable for varying fitness levels, and 3) can be enjoyed by beginners as well as skilled performers. Even though ATP 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*. For this reason, ATP and its staff feel that it is important that the participant (and parent/guardian) understand that there are risks inherent in the activity regardless of the care taken by ATP.

Some risks are inherent in the activity and cannot be totally eliminated. Inherent risks include, but are not limited to, falls, landing wrong, over-exertion, collisions, and being struck by the dodgeball. They also include erratic co-participant behavior, unexpected equipment failure, unwise participant behavior, and error of judgment by staff members.

ATP feels that it is important that the participant (and parent/guardian) understand the three types of injuries that can occur. Minor injuries are the most common and include, but are not limited to brush burns, muscle soreness, headaches, bruises, scrapes, sprains, nausea, contusions, and lacerations. Serious injuries are less common, but do occur occasionally. They include, but are not limited to broken bones, eye injuries, concussion, torn ligaments, joint injuries, internal injuries. Catastrophic injuries are very rare, however we feel that participants should be aware of the possibility. These injuries include permanent disabilities, brain injuries, paralysis, heart attack, and death.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], have read the above paragraphs and **understand that there are inherent risks in ATP** and that **some of these activities involves dangers** regardless of the care taken by ATP. I realize that ATP activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and 1) **I understand the demands** of those activities relative to my physical condition and skill level; and 2) **I appreciate the types of injuries** that may occur as a result of such activities. **I hereby assert that my participation at ATP is voluntary and that I knowingly assume all inherent risks of the activity.**

Waiver of Liability for Ordinary Negligence of ATP: In consideration of permission to use the property, facilities, equipment, and services of ATP, today and on all future dates, **I**, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], (on behalf of myself, my spouse, heirs, personal representatives, and assigns – referred to hereafter as *Releasing Parties*) **do hereby waive, release, discharge and covenant not to sue ATP** (including, owners, directors, officers, employees, volunteers, Landreth Properties, independent contractors, agents and equipment suppliers -- referred to hereafter as *Protected Parties*) **from liability from any and all claims arising from the ordinary negligence** of the *Protected Parties*.

This agreement applies to **1)** personal injury (including death) from incidents or illnesses arising from participation in ATP activities (including, but not limited to: recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, shower/locker room areas, 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. In the case of minor participants, parents/guardians are waiving their own rights as well as the rights of the minor participants.

Indemnification: **I**, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], also **agree to hold harmless, defend, and indemnify ATP** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** made by or on behalf of me by *Releasing Parties* arising from participant death, injury, or loss due to involvement in ATP activities (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*).

I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], further agree to hold harmless, defend, and indemnify ATP (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in the course of his or her participation in the activity.

Clarifying Clauses: **I**, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)],

- 1) 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 ATP and cannot be modified or changed in any way by representations or statements by any agent or employee of ATP.
- 2) 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 North Carolina 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) understand that if legal action is brought, the appropriate trial court for the County of Guilford in the State of North Carolina has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of North Carolina shall apply.
- 4) agree to engage in good faith efforts to **mediate** any dispute or claim that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. If the issue is not resolved by mediation, I agree that all disputes or claims shall be submitted to **binding arbitration** in Guilford County, North Carolina in accordance with the applicable rules of the American Arbitration Association then in effect.

Acknowledgements to Promote Participant Safety

Health Status – I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)] assert that:

participant possesses a sufficient level of physical fitness and coordination to enable safe participation in ATP activities.

participant has no medical problems (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure) that would contra-indicate participation in ATP activities.

ATP recommends that each participant to get medical clearance from his/her personal physician prior to participation.

it is my duty to inform ATP staff and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

Emergency Care – I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)] assert that

ATP can secure emergency medical care or transportation (i.e., EMS) if deemed necessary by ATP.

I assume all costs of emergency medical care and transportation.

Rules & Safety – I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)] agree:

to abide by all safety-related rules while participating.

to attempt only activities that I feel I am capable of performing safely.

to inform ATP if I become aware of participant conduct or a facility condition that endangers participant or others.

that I understand the importance of safety rules and safety equipment.

that the risks of participation have been explained to minor participants by either an employee, parent, or guardian.

that ATP will conduct the facility and activity in good faith and has the authority to terminate participation in an activity when my participation is deemed a danger to the participant or others.

Acknowledgment of Understanding: I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], **have read this Agreement and fully understand its terms**. I understand that I am **giving up substantial rights**, including the right of the ADULT PARTICIPANT or the MINOR PARTICIPANT and the PARENT(S) OR GUARDIAN(S) to sue for damages in the event of death, injury or loss. 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**, including that due to **ordinary negligence** by the *Protected Parties* or inherent risk, to the greatest extent allowed by law of the State of North Carolina.

Name of PARTICIPANT (Print)

Signature of PARTICIPANT

Date

D.O.B

Emergency Contact Number

Zip Code

If Participant is a minor, Parent/Guardian must sign below:

Name of Parent/Guardian (Print)

Signature of Parent/Guardian

Date

D.O.B.