

AERO AIR PARK WAIVER

Please fill in the information below to complete your liability waiver.

Please note that you must be at least 18 years old in order to sign a liability waiver. If you are not 18 years old, please ask your parent or legal guardian to complete this process.

Adult/Parent/Guardian Information:

First Name:

Last Name:

Email Address:

Gender:

Birth Date:

Mailing Address:

City:

Country:

State/Province:

Zip/Postal Code:

Phone Number:

Aero Air Park

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

Aero Air Trampoline Park, hereafter referred to as Aero Air Park) 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 Aero Air Park 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, Aero Air Park 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 Aero Air Park. 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. Aero Air Park 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 Aero Air Park and that some of these activities involves dangers regardless of the care taken by Aero Air Park. I realize that Aero Air Park 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 Aero Air Park is voluntary and that I knowingly assume all inherent risks of the activity.

Waiver of Liability for Ordinary Negligence of Aero Air Park: In consideration of permission to use the property, facilities, equipment, and services of Aero Air Park, today and on all future dates, I, man manuel, 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 Aero Air Park (including, owners, directors, officers, employees, volunteers, Saros Realty, 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 Aero Air Park 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 Aero Air Park (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 AERO Air Park 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 AAP (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 AAP and cannot be modified or changed in any way by representations or statements by any agent or employee of AAP. 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 Maine 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 Forsyth in the State of North Carolina has the sole and exclusive jurisdiction and that only the substantive laws of the State of MAINE 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 MAINE 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 AAP activities.
- participant has no medical problems (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or high blood pressure) that would contra-indicate participation in AAP activities.
- AAP recommends that each participant to get medical clearance from his/her personal physician prior to participation.
- it is my duty to inform AAP 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

- AAP can secure emergency medical care or transportation (i.e., EMS) if deemed necessary by AAP.
- 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 Aero Air Park 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 Aero Air Park 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 MAINE.

Name of PARTICIPANT (Print) Signature of PARTICIPANT Date

If Participant is a minor, Parents/Guardians must sign below:

Name of Parent/Guardian #1 (Print) Signature of Parent/Guardian #1 Date