

# AIRTIME TRAMPOLINE ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

In consideration of being permitted by Michigan Airtime I, LLC ("Airtime") to participate in its activities and/or events (each an "Airtime Activity" and more than one of the foregoing the "Airtime Activities," and shall include my use of 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 risks, 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 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 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) Photography.** I am granting Airtime the right to photograph and record me, and permitting the unrestricted use of such photographs and recordings pursuant to the Addendum. **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.**

<b>ADULT/ PARENT/ LEGAL GUARDIAN INFO</b>	Adult First Name:		Adult Last Name:			Adult Birth Date:	
	Street:			City:		State:	ZIP:
	Phone #:	Email:	Emergency Contact Name:			Contact Phone #:	

<b>MINOR CHILD INFO</b>	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 _____
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**ADDENDUM OF ADDITIONAL TERMS AND CONDITIONS INCORPORATED INTO AND FORMING A PART OF THE AIRTIME TRAMPOLINE ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

The following terms and conditions are incorporated into, and form an integral part of, the Assumption of Risk, Waiver of Liability, and Indemnity Agreement executed by those persons who, as a condition precedent to and in consideration of being permitted by Michigan Airtime I, LLC ("Airtime") to participate in its activities and/or events (each an "Airtime Activity" and more than one of the foregoing the "Airtime Activities," and shall include my use Airtime's equipment and/or facilities):

1. **Release; acknowledgment and acceptance of all risks.** I acknowledge that the Airtime Activities may include but are not limited to use of trampoline(s), trampoline games, dodge-ball, aerial training, fitness classes, leagues, tournaments. I acknowledge that the Airtime Activities involve inherent, known and unanticipated risks, including but not limited to injuries resulting from collisions with and/or the acts or conduct of third parties including other users of the facilities or spectators, from falls and/or from landing on the trampoline, pad, platform or other facilities or structures, whether temporary or permanent, inadequate first aid and/or emergency measures, judgment, and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by me or other participants) and/or errors in judgment by Airtime personnel in connection with any Airtime Activity, and any loss, costs, damages or claims are subject to the release I am providing. I acknowledge and agree that that the potential injuries and damages can include injury and damages ranging from minor to serious to catastrophic; that minor injuries are common and include, but are not limited to scrapes, bruises, sprains, nausea, and cuts; that serious injuries include, but are not limited to, property loss or damage, broken bones, torn ligaments, concussions, exhaustion, infection, and concussion; and that catastrophic injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, head and brain injury and even death. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the Airtime Activities, and my participation in the Airtime Activities are completely voluntary. I further release and discharge the Airtime Releasees from any and all claims resulting from damage to, loss of, or theft of property,

2. **Rules; Attitude and Behavior.** I agree to become familiar with and abide by all written and/or posted rules of Airtime, and that in addition to complying with all such written and/or posted rules, that I will comply with any further directions, instructions and decisions of Airtime personnel relating to the manner of my participation in all Airtime Activities. I acknowledge and agree that the right of Airtime to issue instructions or directions does not reduce or affect my obligation to refrain from any conduct that is unsafe or in violation of Airtime's rules or applicable law. I further agree that Airtime has the right at any time to halt my further participation in any and/or all Airtime Activities, and remove me from the facility if Airtime in its sole discretion (a) determines that I have disobeyed any rules, directions, instructions, decisions, or laws relating to any Airtime Activity or the facilities, or if my behavior endangers the safety or negatively affects a person, facility, or property of any type or kind; and/or (b) deems it necessary to protect the safety of participants, spectators, and personnel. I agree to refrain from engaging in any activity that is prohibited by law, whether or not such activity is expressly prohibited by any posted rules or regulations at Airtime. I agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude, and to comply with the additional terms governing my behavior as set forth in the Additional Terms incorporated by reference.

3. **Arbitration.** Any controversy or claim arising out of or related to this Agreement, my participation in any Airtime Activity will be settled by binding arbitration before one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment of any circuit court may be rendered upon the arbitration award made pursuant to this Agreement. Notwithstanding the applicability of other laws or any other provision of this agreement, MCL 600.5001 *et seq.* will apply to the construction and interpretation of this arbitration provision.

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 including but not limited to any pre-existing medical condition; bone condition; circulatory problem; heart and/or lung condition; back or neck condition; high blood pressure; a history of spinal, musculoskeletal, or head injury; or recent surgery; and if female, I represent that I am not pregnant. I further represent that I have not been advised or cautioned by any medical professional to not participate in any Airtime Activity or similar activity. I further represent that I am not under the influence of alcohol or any drugs, whether or not such drugs have been prescribed by a physician, and will not be under such influence at any time during my participation in any Airtime Activity. I agree to monitor my own physical condition during each Airtime Activity and to immediately stop further participation in the event my continued participation would cause a danger to myself or others. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize Airtime to secure on my behalf emergency medical care or transportation (such as EMS) when deemed necessary by Airtime (but agree that Airtime shall not have any duty to me to call or secure any emergency medical care and shall not be liable for any alleged failure to call or secure such emergency medical care), and that Airtime personnel and any emergency medical personnel that may be present or called to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I agree to assume all costs of emergency medical care and transportation, and to indemnify Airtime from all loss, costs or damages arising from calling or securing for my benefit such emergency care.

5. **Adequate Time for Review.** I have had sufficient time and a meaningful opportunity to read this document and the Addendum consult with legal counsel prior to signing, completely understand this Agreement and I agree to be bound by 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. Also, I understand that the Airtime Activities might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

6. **Photographs.** I hereby grant to the Airtime Released Parties the irrevocable right and permission to photograph or videotape (or to use any similar medium) to record me and/or the minor child identified below, for all purposes, including advertising and promotional purposes, in any manner without any further approval and without payment. I understand any and all photographs, motion pictures, video recordings, and/or likenesses of me captured during any Airtime Activity, its affiliated entities or contractors, and/or the media become the sole property of Airtime. I grant the right, permission and authority to Airtime to use and license others to use my name and any such photographs, motion pictures, recordings, and/or likenesses (the "Recordings") in any manner Airtime wishes and in any and all media now known or hereafter discovered or developed, in perpetuity, without geographical limitation, including but not limited to promoting, advertising, and marketing activities. I further understand that Airtime, as sole owner of the Recordings, has the full right to sell and/or profit from the commercial use of such Recordings or to transfer or assign the rights to use such Recordings to any entity without restriction. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge the Airtime Released Parties, together with any commercial television or media company, and their respective past, present and future parents, subsidiaries (whether or not wholly-owned), affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually, from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Airtime Released Parties, including, but not limited to claims arising out of an/or related to the uses described or permitted herein, any Airtime Activity, the Recordings, and/or my decision to participate in any Airtime Activity. In no event shall I have the right to enjoy the development, production or distribution or exploitation of the Recordings.