

HighAir Ground Customer Release of Liability and Assumption of Risk

*** THIS IS A CONTRACT – READ BEFORE SIGNING ***

In consideration of being permitted by HighAir Ground I, LLC, doing business as: "HIGHAIR GROUND" to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to **release, indemnify and forever discharge** HIGHAIR GROUND, its agents, owners, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in HIGHAIR GROUND trampoline games and use of HighAir Ground I, LLC facilities entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things and without limitation: Trampoline(s) entails certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampoline(s) exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participant's own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, HIGHAIR GROUND employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that HIGHAIR GROUND employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HIGHAIR GROUND equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**
4. Should HIGHAIR GROUND or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. In the event that I file a lawsuit against HIGHAIR GROUND, I agree to do so solely in the state of North Dakota and I further agree that the substantive law of North Dakota shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at HIGHAIR GROUND, grant HIGHAIR GROUND, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with HIGHAIR GROUND to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to HIGHAIR GROUND.
8. **If the participant is a minor, I agree that this Release of Liability and Assumption of Risk Agreement ("RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this Agreement.**
9. **If the participant is a minor, I further agree to defend, indemnify and hold harmless HIGHAIR GROUND from any and all claims or suits for personal injury, property damage or otherwise** which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.
10. In consideration of not being required to sign a fresh copy of this RELEASE before each visit, I further agree that **this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including Paragraphs 8 and 9.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived

my or the minor participant's right to maintain a lawsuit against HIGHAIR GROUND or any RELEASED PARTIES on the basis of any claim from which I have released them hereir. I have had sufficient opportunity to read this entire document. **I have read and understood it, and I agree to be bound by its terms.**

Signature (Participant or Parent/Legal Guardian if under age of 18) _____ Today's Date _____

Print Name of Participant _____

Birth Date _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone _____

Emergency Contact _____ Phone _____ Relation _____

IF THE PARTICIPANT IS A MINOR: Print Name of Parent or Legal Guardian of Minor

Address _____ City _____ State _____ Zip _____