

EZ AIR LLC., PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND
ASSUMPTION OF RISK

**(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE
GIVING UP YOUR AND/OR YOUR MINOR'S LEGAL RIGHTS)**

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, arcade games, and café access and any other amusement activities (collectively "ACTIVITIES"), provided by EZ AIR LLC. and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "EZ AIR"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge EZ AIR on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my behalf as follows:

(1) ASSUMPTION OF RISK: I acknowledge that I and/or my child(ren)/ward(s), for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the ACTIVITIES which I agree entail both known and unknown inherent risks, deriving from, but not limited to, equipment malfunctions, building malfunctions, lack of supervisions and/or trained spotters; lack of proper equipment or padding, netting, or other safety measures; slipping, falling, colliding with fixed objects or other people, as well as the negligence and/or omissions committed by me, my child(ren)/ward(s), EZ AIR, and/or any other person and/or entity. In spite of all known or unknown risks, I freely want myself or my child(ren)/ward(s) to participate in the ACTIVITIES and as such I assume all of the responsibility for injury or death that may result, as well as any required medical assistance at my own expense.

(2) RELEASE OF LIABILITY: Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge EZ AIR and agree to hold it harmless of and from all, and all manner of action and actions or omissions(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreement, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by EZ AIR whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of EZ AIR.

(3) INDEMNIFICATION: I hereby agree to indemnify and hold harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by EZ AIR, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments EZ AIR incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to EZ AIR and/or any and all other persons and entities acting in any capacity on behalf EZ AIR

(4) ATTORNEYS' FEES: I promise to indemnify EZ AIR for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of EZ AIR, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(5) TERM OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit EZ AIR, whether at the current location or any other location or facility.

(6) VENUE/ARBITRATION: In the event a lawsuit is filed against EZ AIR, I agree to the sole and exclusive venue of the County of Washoe. I further agree that the substantive law of Nevada shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this agreement shall be submitted to and be settled by final and binding arbitration in the County of Washoe, Nevada, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my child(ren)/ward(s) right to maintain any action against EZ AIR on the basis of any claim from which I have released EZ AIR and any released party herein. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Participant over 18 yrs, Parent OR Legal Guardian

Print Full Name _____ DL# _____ State: _____

Signature _____

Today's Date _____

Date of Birth of **Participant over 18 yrs, Parent OR Legal Guardian:**

**NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18
THIS SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR
CHILDREN UNDER 18**

****BY FILLING OUT THE FOLLOWING PORTION, YOU AGREE YOU ARE THE MINOR'S
PARENT OR LEGAL GUARDIAN****

MINOR #1

First Name	Last Name	Date of Birth
_____	_____	_____

MINOR #2

First Name	Last Name	Date of Birth
_____	_____	_____

MINOR #3

First Name	Last Name	Date of Birth
_____	_____	_____

MINOR #4

First Name	Last Name	Date of Birth
_____	_____	_____