



CUSTOMER RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Customer Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("Agreement") is dated as of the Effective Date, which is the last date identified below, between Overland Park Urban Air LLC d/b/a Urban Air Trampoline Park ("Urban Air") and by the undersigned in his or her own capacity ("Adult Participant") and if any minor(s) is/are named in the signature block below (collectively "Child Participant", whether one or more) on behalf of and as parent or legal guardian for such Child Participant(s) (collectively, "Participant"), to and for the benefit of the Protected Parties (as defined below). As valid consideration for entry into the Premises (as defined below) and participation in the Activities (as defined below) with Urban Air, including any of those Activities that may occur in, about, or from the premises located at 14401 Metcalf Avenue, Overland Park, Kansas 66223 (the "Premises") or any other premises wherever located, the undersigned agree as follows:

1. **NATURE OF THE ACTIVITIES.** Urban Air is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities and other activities. These activities can help to produce many benefits for the client, including pleasure, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, Urban Air feels it is important that the Participants know that trampoline activities and other activities conducted at Urban Air are active and vigorous and consequently, involve risks of injury that are inherent to the activity. Even though Urban Air a) has designed the facility with safety a prime concern, b) provides instruction in some activities, c) provides general supervision of activities, d) has developed rules and policies that focus on safety, and e) 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.**

2. **TYPES OF RISKS.** The Activities available at Urban Air include, but are not limited to, general jumping, dodgeball, basketball, volleyball, tumbling, foam pit jumping, warrior course, indoor playground and aerobics and other activities (the "Activities"). There are inherent risks in participating in the Activities. Inherent risks might be divided into two types. The first type of risk is those inherent in participation in the Activities, including, but not limited to, any trampoline jumping (e.g., landing wrong, over-exertion, unexpected failure of the trampoline surface or attachments). The second type of risk is those related to the type of Activity (e.g., when playing dodgeball: being injured by the ball or colliding with other participants; volleyball: being injured by the ball, colliding with another participant, or colliding with the standard supporting the net; tumbling: landing wrong, collisions, or using improper form or technique; and aerobics: over-exertion or muscle strains). Other inherent risks in the Activities include erratic co-participant behavior, unexpected equipment failure, and error of judgment by staff members.

3. **TYPES OF INJURIES.** Participants acknowledge that various types of injuries can occur in connection with the Activities. Such injuries include, but are not limited to, the following: First is the common *minor injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the *serious injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. The third type of injury is the *catastrophic injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is remote, we feel that the Participants should be aware of all possibilities.

4. **ASSUMPTION OF RISKS.** On behalf of myself (the Adult Participant) and as the parent and/or legal guardian of the Child Participant(s), I warrant I have read this Agreement in its entirety, acknowledge that the Activities contain inherent risks which vary depending upon the Activity, understand the demands of the Activities relative to Participant's physical condition and skill level, appreciate the types of injuries that may occur as a result of the Activities and their potential impact on the safety, well-being, and lifestyle of the Participant, and assert that participation is voluntary and that all Participants knowingly assume all risks inherent with the Activities.

Initial I confirm that I fully understand the risks involved with participating in the Activities at Urban Air. I choose to accept the risks for myself (and any Child Participant(s) named below), and I acknowledge that Urban Air and the other Protected Parties will not pay for any costs or expenses that result from my injuries (or the injuries of any Child Participant(s) named below).

5. **RELEASE OF CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF HIS OR HER HEIRS, EXECUTORS AND REPRESENTATIVES) HEREBY RELEASES AND AGREES NOT TO SUE URBAN AIR, UATP MANAGEMENT, LLC, UATP FRANCHISING, LLC, LGSM, LLC ("**LANDLORD**"), LANDLORD'S MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THEIR AFFILIATES OR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, SUCCESSORS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, THE "**PROTECTED PARTIES**") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) DURING OR RELATING TO PARTICIPANT'S PARTICIPATION, WHETHER ACTIVELY OR PASSIVELY, IN ANY TRAMPOLINE RELATED ACTIVITIES, USE OF ANY EQUIPMENT, INSTRUCTION, TRAINING, CLASSES, OBSERVATION, USE OF THE LOCKER ROOM AREA, USE OF ANY PORTION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE ASSOCIATED SIDEWALKS AND PARKING

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LOTS, AND ANY COMPETITION, EVENT, OR PROGRAM SPONSORED BY OR AFFILIATED WITH THE PROTECTED PARTIES (COLLECTIVELY, "ACTIVITIES"), (B) OCCURRING IN AND/OR ABOUT THE PREMISES (INCLUDING THE PREMISES) WHERE ANY OF THE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT (D) THE RIGHT TO SUE THE PROTECTED PARTIES FOR ANY LOSS SUFFERED BY PARTICIPANT, PARTICIPANT'S HEIRS, EXECUTORS, FAMILY, PARENTS, AND/OR GUARDIANS OR DUE TO THE NEGLIGENCE, FAULT, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE PROTECTED PARTIES. THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT.

Initial

I confirm that I fully understand that I am giving up my right (and the rights of any Child Participant named below) to sue Urban Air and the other Protected Parties or hold them responsible in any way for any loss or damage that happens because of my/our participation in the Activities at Urban Air, or because of my/our use of the Premises.

6. **INDEMNITY.** ADULT PARTICIPANT (ON HIS/HER BEHALF, ON BEHALF OF THE CHILD PARTICIPANT(S), IF ANY, AND ON BEHALF OF EACH SUCH PARTICIPANT'S HEIRS, EXECUTORS AND REPRESENTATIVES) AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY OR PROPERTY LOSS OR DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OF PARTICIPANT OR ANY GUEST OR INVITEE OF URBAN AIR, OR (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

7. DISPUTE RESOLUTION.

A. **ARBITRATION:** If a dispute arises under this Agreement and/or from Participant's use of the Premises or participation in the Activities, the Participant shall engage in good faith efforts to mediate a settlement prior to filing a demand for arbitration. Should the dispute not be resolved by mediation, Urban Air and the Participant agree that instead of resolving the dispute by a judge or jury in a court of law, any dispute of claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement ("Dispute") shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration shall be subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Kansas Uniform Arbitration Act (Chapter 5, Article 4 of the Kansas Statutes). If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

B. **WAIVER OF JURY TRIAL:** ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT AND URBAN AIR HEREBY KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AGREES TO WAIVE ALL RIGHT TO A BENCH TRIAL AND A TRIAL BY JURY OF ANY CLAIMS ARISING FROM USE OF THE PREMISES OR PARTICIPATION IN THE ACTIVITIES.

Initial

I confirm that I fully understand that if I ever have a legal claim against Urban Air, I am giving up my right (and the rights of any Child Participant named below) to go to court and have a judge and/or jury decide the outcome of the case. I understand that instead of going to court, a neutral third person called an arbitrator will decide the outcome of my claim, and that the arbitrator's decision will be binding.

8. **ACKNOWLEDGMENTS BY PARTICIPANT.** Participant acknowledges on behalf of himself/herself and the Child Participant(s) that Participant would not be granted access to the Premises or the ability to participate in the Activities but for these acknowledgments:

- Child Participant(s) and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the Activities. Participant also agrees to attempt only activities that Participant believes he or she is capable of performing safely. Further, Participant agrees to stay in areas that will not place Participant in undue danger.
- Neither Adult Participant nor the Child Participant(s) has any health problems that would not allow him or her to participate in the Activities.
- Urban Air recommends the Participant receive medical clearance from Participant's physician prior to participation in the Activities.
- Urban Air may, but is not required to, administer to Participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by Urban Air, but shall not be liable for any damages caused or resulting from the administration of such procedures.
- Urban Air may, but is not required to, secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Urban Air and Participant shall assume all costs of emergency medical care and transportation.
- It is Participant's duty to inform Urban Air and cease participation in the Activities if Participant should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains).
- Urban Air may terminate Participant's participation when it determines Participant to be incapable of safely participating in the Activities.
- Participant agrees to obey all safety rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.

9. AUTHORITY. As the parent or legal guardian of the Child Participant(s), the undersigned represents to the Protected Parties that he or she has legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Protected Parties from and against all claims or liabilities resulting from or relating to any insufficiency of the undersigned's legal capacity or authority to act for or on behalf of the Child Participant(s) in the execution of this Agreement.

10. MISC. TERMS. Capitalized terms shall have the meaning set forth herein. This Agreement constitutes the entire agreement between the Protected Parties and the Participant, supersedes any and all previous oral or written promises or agreements, and may only be modified in writing. The Participant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of Kansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any arbitration or other allowable action brought hereunder or as a result of Participant's use of the Premises or participation in the Activities shall lie in Johnson County, Kansas and only the substantive laws of Kansas shall apply. By signing below, Participant authorizes Urban Air to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.

11. ACKNOWLEDGMENT & UNDERSTANDING. Participant represents to the Protected Parties that he/she thoroughly understands this is a complete and final release and indemnity agreement, he/she is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein and that he/she is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant acknowledges that he/she has read this Agreement in its entirety, fully understands its terms, and understands that he/she is giving up substantial rights herein, including his/her right to sue. Participant acknowledge that he/she is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of Kansas.

12. LICENSE. For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grants Urban Air, UATP Management, LLC and all franchisees, affiliates, and corporate stores of UATP Management, LLC (collectively, "Company") and Company's assigns, licensees and successors the right to use all or a portion of my image (including real and personal property owned by me) and name in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. **ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY BE USED IN CONNECTION WITH THE IMAGES. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT RELEASES COMPANY AND COMPANY'S ASSIGNS, LICENSEES AND SUCCESSORS FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF MY STATEMENTS OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY OR COPYRIGHT.** Company is permitted, although not obligated, to include my name as a credit in connection with the image. Company is not obligated to utilize any of the rights granted in this Agreement.

Child Participant Name (Please Print)

Child Participant Signature

Date

Parent or Guardian for Child Participant (Please Print)

Parent or Guardian Signature

Date

Parent or Guardian for Child Participant (Please Print)

Parent or Guardian Signature

Date

Adult Participant (Please Print)

Adult Participant Signature

Date

Emergency Contact Person: _____ Phone: _____