



AIRFX FEC, INC PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION (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, basketball, soccer, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by AIRFX FEC INC . 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 AIRFX FEC INC). I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge AIRFX FEC INC . 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) **RELEASE OF LIABILITY:** Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge AIRFX FEC INC. and agree to hold it harmless of and from all, and all manner of action and actions or omission(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 AIRFX FEC INC ., 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 AIRFX FEC INC (2) **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 AIRFX FEC INC, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments AIRFX FEC INC, incurs in the event that I or my minor child(ren)/ward(s) cause any injury, damage and/or harm to AIRFX FEC INC and/or any and all other persons and entities acting in any capacity on behalf of AIRFX FEC INC.

(3) **ATTORNEYS' FEES:** I promise to indemnify AIRFX FEC INC . 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 AIRFX FEC INC, ., prejudgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering AIRFX FEC INC, and participating in the ACTIVITIES, I hereby grant AIRFX FEC INC, on behalf of myself and on behalf of my child(ren)/ward(s), the irrevocable right

and permission to photograph and/or record me or my child(ren)/ward(s) in connection with AIRFX FEC INC., and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner 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.

(5) TERMS 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 AIRFX FEC INC, ., whether at the current location or any other location or facility.

VENUE/ARBITRATION: In the event a lawsuit is filed against AIRFX FEC INC, I agree to the sole and exclusive venue of the Linn County. I further agree that the substantive law of Iowa 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 Linn County, Iowa, 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 AIRFX FEC INC,. on the basis of any claim from which I have released AIRFX FEC INC, 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. We reserve the right to review your license and other forms of ID to verify identity and age.

Please Complete All Fields Below

Signature (Parent or Guardian) _____ Date _____

Parent Name (please print) _____

Address: _____ City _____ State _____

Parent / Guardian Driver's License Number _____

Participant (Jumper 1) _____ Date of Birth _____

Participant (Jumper2) _____ Date of Birth _____

Participant (Jumper3) _____ Date of Birth _____

Participant (Jumper 4) _____ Date of Birth _____

Office Use Only

Jump Date __/__/__ Jump Time __:__ Employee Initials/# _____