

# Acknowledgement of Risk Waiver

**\*\*\*THIS IS A CONTRACT — READ BEFORE ACCEPTING THE TERMS\*\*\***

In consideration of being permitted by AIRHOP LTD to participate in an Activity and to use its Trampoline Park, now and in the future, I hereby agree to release, indemnify and forever discharge AIRHOP LTD, 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 an Activity and use of the AIRHOP LTD Trampoline Park 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 jeopardising the essential qualities of the Activity. The risks include, among other things and without limitation: Trampoline(s) exposes a Participant to common risks of cuts and bruises amongst other more serious risks. A Participant may fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Travelling to and from trampoline locations raise the possibility of any manner of transportation accidents. More than one person per trampoline can create a rebound effect causing serious injury. Flipping, running and bouncing off the walls is dangerous and can cause serious injury and must be done at a Participant's own risk. Similar risks are also inherent in using the Foam pit and Basketball hoops. In any event, if you or your child is injured, you or your child may require medical assistance. Furthermore, it is acknowledged that AIRHOP LTD 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.

**2.** I expressly agree and promise to accept and assume all of the risks existing in an Activity. My participation in an Activity is purely voluntary, and I elect to participate despite the risks. I agree that I will undertake any Activity in accordance with the written safety rules and advice that I have received within the safety briefing and with any oral instructions or advice given to me prior to or during the session by a Court Monitor. I certify that to the best of my knowledge I do not have a medical condition which might have the effect of making it more likely that I will be involved in an incident which could result in injury to myself or others and that I am not pregnant.

**3.** I agree as an adult Participant, or the Parent/Legal Guardian of a minor Participant, in consideration of being permitted to participate at AIRHOP LTD, grant AIRHOP LTD, the permission to photograph and/or record me or my child(ren)/ward(s) in connection with AIRHOP LTD to use the photograph and/or recording solely for advertising and promotional purposes. 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.

**4.** Should AIRHOP LTD or anyone acting on their behalf, be required to incur legal 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 legal fees and costs myself.

**5.** If the Participant is a minor, I agree that this release of liability and Acknowledgement of Risk Waiver ("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.

**6.** In consideration of not being required to sign a fresh copy of this Waiver before each visit, I further agree that this Waiver shall apply to all visits within the next twelve (12) months by me and by any minor Participant in full.

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**By completing 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 AIRHOP LTD or any RELEASED PARTIES on the basis of any claim from which I have released them herein. 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.**