

Xtreme Air

Release and Waiver of Liability, Covenant Not To Sue, Assumption of Risk, and Indemnification Agreement

The Appleton Trampoline, LLC, dba XTREME AIR (hereafter referred to as XTREME AIR) is a trampoline and climbing wall center which offers clients the opportunity to participate in a number of recreational activities including, but not limited to, trampoline bouncing, foam pit jumping, wall climbing, air bag jumping, and private parties ("**XTREME AIR ACTIVITIES**") for **MINORS** (under age 18), and **ADULTS** (age 18 and over).

INHERENT RISKS. It is important that each **PARTICIPANT** and each **PARENT/GUARDIAN** of each **MINOR PARTICIPANT** understand that the **XTREME AIR ACTIVITIES** include some known as well as unknown **INHERENT RISKS** of injury. These **INHERENT RISKS** are risks that cannot be eliminated without changing the very nature of the activity.

The following are some examples of **INHERENT RISKS** associated with the **XTREME AIR ACTIVITIES** and facilities:

Collisions with equipment of other participants; Attempting stunts, maneuvers or actions beyond the participant's capacity, skill or ability; Being struck by a ball or other thrown object; Slipping or tripping and falling; Loss of grip or swinging on the climbing wall; Jumping and striking poles or nets, basketball rims, etc.; Jumping off the pad surface and landing on a hard surface; Entrapping foot under equipment padding; Unexpected equipment failures; Missing or misplaced padding or mats; Over-exertion; Communicable diseases; or Poor judgment or erratic behavior by the participant, other participants, or XTREME AIR personnel.

INJURIES. Each **PARTICIPANT** and each **PARENT/GUARDIAN** of each **MINOR PARTICIPANT** must understand that **INJURIES** can occur as a result of participating in the **XTREME AIR ACTIVITIES**. While not comprehensive or all-inclusive, the types of potential **INJURIES** can be described as minor, serious or catastrophic:

* **MINOR INJURY.** These injuries may include, but is not limited to, painful muscle strains and sprains, headaches, bruises, and abrasions.

* **SERIOUS INJURY.** Some examples of serious injuries are broken bones, damaged ligaments and other painful joint injuries, concussions, and eye injuries.

* **CATASTROPHIC INJURY.** Some examples of catastrophic injuries are brain damage, paralysis, heart attack, and death.

SAFETY. Before participation in any **XTREME AIR ACTIVITIES**, each **PARTICIPANT** and each **PARENT/GUARDIAN** of each **MINOR PARTICIPANT** agrees to: 1) review a safety video, 2) review and follow all posted rules and policies, and 3) follow any instructions, commands, directions or advice provided by any XTREME AIR personnel.

RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE: In consideration of permission to use the XTREME AIR property, facilities, and services, today and on all future dates during the next twelve months, I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, on behalf of myself, my heirs, my parents my spouse (if married), my representatives, and my assigns [hereafter referred to as *Releasing Parties*] do hereby release, waive, discharge, XTREME AIR, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability from any and all claims arising from the ordinary negligence of XTREME AIR or the other *Protected Parties* arising from participation in any **XTREME AIR ACTIVITIES**.

COVENANT NOT TO SUE: I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** as a **MINOR PARTICIPANT**, agree never to institute any suit or action at law or otherwise against any of the *Protected Parties* or to assist in the prosecution of any claim for damages or any cause of action which I may have by reason of Injuries arising from any **XTREME AIR ACTIVITIES** caused by or related to the ordinary negligence of any of the *Protected Parties*. I further expressly agree that my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the *Protected Parties*, nor shall they initiate or assist in the prosecution of any claim for damages or cause of action which they may have by reason of Injuries arising from any **XTREME AIR ACTIVITIES** caused by or related to the negligence of any of the *Protected Parties*.

EXPRESS ASSUMPTION OF RISKS: I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, on behalf of myself, my heirs, my parents my spouse (if married), my representatives, and my assigns, have read the above paragraphs and know that **XTREME AIR ACTIVITIES** involve **INHERENT RISKS** which vary with the activity. I understand the demands of those activities relative to each participant's individual physical condition and skill level, and I appreciate the types of injuries that may occur as a result of **XTREME AIR ACTIVITIES** and their potential impact on each participant's well-being and lifestyle. I, hereby assert that participation is voluntary and that I knowingly assume all inherent risks as a **PARTICIPANT** or as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**.

INDEMNIFICATION: I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, agree to hold harmless, defend, and indemnify XTREME AIR and the *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from my injury or loss due to the participation at XTREME AIR arising from the ordinary negligence of XTREME AIR or *Protected Parties*.

I further agree to hold harmless, defend, and indemnify XTREME AIR and the *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct (or that of the minor) in the course of participation at XTREME AIR (including claims arising from the **INHERENT RISKS** of **XTREME AIR ACTIVITIES** and those arising from the ordinary negligence of XTREME AIR or *Protected Parties*).

RELEASE IS OPTIONAL: I, the **PARTICIPANT** and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, acknowledge, understand and agree that I had the opportunity, before voluntarily deciding to enter into the agreement, to negotiate different release, waiver, assumption of risk

and/or indemnity terms for a substantially higher participation fee. I have decided not to pay a substantially higher fee for the **XTREME AIR ACTIVITIES**, and I hereby waive the right to bargain for terms different than those set forth herein.

I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire release agreement with XTREME AIR and cannot be modified or changed in any way by representations or statements by any agent or employee of XTREME AIR.

I further expressly agree that the foregoing Release and Waiver of Liability, Covenant Not To Sue, Assumption of Risk, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I also understand that if any legal action is brought, the appropriate trial court for the County of Outagamie in the State of Wisconsin has the sole and exclusive jurisdiction and that only the substantive laws of the State of Wisconsin shall apply.

Acknowledgment of Understanding: I, the **PARTICIPANT**, and/or I, as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, have read this Agreement and understand that I have given up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury, or loss. I acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks and/or the ordinary negligence of the *Protected Parties*, to the greatest extent allowed by law of the State of Wisconsin. *Additionally, I, the PARENT/GUARDIAN of a MINOR PARTICIPANT, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

Signature of PARTICIPANT (if 12 years or older) Date

If Participant is a Minor, the Parents/Guardians Must Complete the following:

Name of PARTICIPANT (Please Print) Date of Birth

Name of Parent/Guardian #1 (Please Print) Signature of Parent/Guardian #1 Date

Name of Parent/Guardian #2 (Please Print) Signature of Parent/Guardian #2 Date

Address City State Phone #