NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF <u>YOUR MINOR CHILD</u> USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE PROTECTED PARTIES (AS DEFINED BELOW) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND <u>URBAN AIR PLANTATION, LLC</u> HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

RELEASE AND INDEMNIFICATION AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING, YOU ARE GIVING UP LEGAL RIGHTS

This Release and Indemnification Agreement (<u>Agreement</u>) is entered into by the Adult Participant, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) identified below in favor of Urban Air Plantation, LLC (<u>Urban Air</u>). Collectively and severally, Adult Participant and Child Participant, their heirs, successors, and assigns are hereinafter referred to as the <u>Participant</u>. In consideration of Urban Air permitting Participant to enter the Premises and participate in the Activities, including the Activities that may occur in, about, or near 801 S. University Drive, Plantation, FL 33324 or any other premises owned or operated by Urban Air wherever located (<u>Premises</u>), Participant agrees as follows:

1. <u>NATURE OF THE ACTIVITIES</u>. Urban Air operates a trampoline and adventure park, which offers Participants (a) the opportunity to participate actively or passively, in trampoline and adventure park related activities, including, but not limited to, jumping, dodgeball, volleyball, tumbling, foam pit jumping, aerobics, skydiving, ninja warrior course, battle beam, laser tag, soft play, ropes course, climbing wall, roller coaster/sky rider, go carts, laser tag, bowling, bumper cars, cyber sports, mini golf, arcades, exercising, and other miscellaneous trampoline and adventure activities, instruction, training, fitness classes, competition, events, and programs and (b) access to the Premises and cafe (collectively, <u>Activities</u>).

2. <u>TYPES OF RISKS</u>. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; cuts; bruises; muscle strain; twisted or sprained ankles, knees, shoulders, or wrists; burns; dirt or other materials in eye; concussions; broken bones; physical or emotional injuries; landing wrong; over-exertion; failure of the attraction surface or attachments; being hit by a ball; collisions with other participants; erratic co-participant behavior; collisions with standards and supports; using improper form or technique; slipping, falling, or tripping; equipment failure; error of judgment by employees; paralysis, disability, or death; personal injury to third persons; or property damage. When skydiving, the most common risk of injury is to the shoulders due to the force of the air on them. When participating in cyber or esports, the most common risk of injury is a seizure due to epilepsy. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before purchasing admission.

3. <u>ASSUMPTION OF RISKS</u>. Notwithstanding the foregoing risks and the safety measures implemented by Urban Air, Participant acknowledges it is impossible to eliminate all risk of injury and understands the demands of the Activities relative to Participant's physical condition and skill level. <u>PARTICIPANT AFFIRMS</u> THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND PARTICIPANT KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH THE ACTIVITIES AND ACCESS TO THE PREMISES.

4. <u>ALCOHOL</u>. Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgment is impaired. Participant understands the potential risks associated with the consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury to Participant due to Participant's consumption of alcohol. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare. <u>UNDER NO CIRCUMSTANCES</u>

- C. Participant shall only attempt Activities that Participant can perform safely.
- D. Participant is not aware of any health problems that would prevent him/her from participating in the Activities.
- E. Participant has received either medical clearance from his/her physician prior to participation in the Activities or has determined that such clearance is not necessary for his/her safe participation in the Activities.
- F. Urban Air may, but shall not be obligated or required to, administer to Participant emergency aid, CPR, and use an AED (defibrillator), secure emergency medical care or transportation (i.e., EMS), and Participant shall assume all costs of emergency medical care and transportation.
- G. Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).
- H. Participant consents to Urban Air communicating with Participant via telephone or email and to receiving from Urban Air on my wireless device mobile service commercial messages. Participant acknowledge that Participant may be charged by his/her wireless service provider in connection with receipt of such mobile messages. Participant acknowledges that he/she may revoke his/her consent at any time.

BY EXECUTING THIS AGREEMENT, I REPRESENT I HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO BE BOUND AS SET FORTH HEREIN.

Child Participant Name (Please Print)	Parent/Legal Guardian Signature	Date	
Adult Participant Name (Please Print)	Adult Participant Signature	Date	
Emergency Contact Person:	Phone:		
Participant's Email Address:			

Please email waivers to southernwaivers@ncsy.org