

ADVENTURE AIR SPORTS WAIVER

ADVENTURE AIR SPORTS KENNESAW, LLC, PARTICIPANT AGREEMENT, CERTIFICATION, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION ("AGREEMENT")

(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, ninja course, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "Activities"), provided by ADVENTURE AIR SPORTS KENNESAW, LLC. and its agents, owners, officers, directors, principals, members, 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 "ADVENTURE AIR SPORTS"), I, on behalf of myself, and/or on behalf of my minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge ADVENTURE AIR SPORTS on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, my wards and their parents or legal 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: I acknowledge that my or my child(ren)/ward(s)'s use of ADVENTURE AIR SPORTS' facilities and participation in Activities offered by ADVENTURE AIR SPORTS entails known and unknown risks that could result in physical or emotional injury including, but not limited to broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities. Despite all known and unknown risks, I hereby expressly assume all risks associated with participation in the Activities offered by ADVENTURE AIR SPORTS and voluntarily remise, release, acquit, satisfy and forever discharge ADVENTURE AIR SPORTS 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 ADVENTURE AIR SPORTS, 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 damages, loss or death is a result of any act or omission on the part of ADVENTURE AIR SPORTS.

(2) Certification: I certify that I am physically able to participate in all Activities at ADVENTURE AIR SPORTS without aid or assistance. I further certify that I am willing to assume the risk of injury caused by any medical or physical condition that I may have. I acknowledge that I have read the rules, (the ADVENTURE AIR SPORTS rules) governing my and/or my child(ren)/ward(s)'s participation in any of the Activities. I certify that I have explained the ADVENTURE AIR SPORTS rules to the child(ren) listed in this Agreement. I acknowledge that the ADVENTURE AIR SPORTS rules have been implemented for the safety of all guests, including myself and/or my child(ren)/ward(s). I acknowledge that failure to follow the rules could result in serious injury or death as well as the expulsion of myself and/or my child(ren)/ward(s) from ADVENTURE AIR SPORTS.

(3) INDEMNIFICATION: I hereby agree to indemnify and hold harmless from and against any all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred and/or suffered by ADVENTURE AIR SPORTS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments ADVENTURE AIR SPORTS incurs in the event that I or my minor

child(ren)/ward(s) cause any injury, damage, and/or harm to ADVENTURE AIR SPORTS and/or any and all other persons and entities acting in any capacity on behalf of ADVENTURE AIR SPORTS. I UNDERSTAND AND AGREE THAT ADVENTURE AIR SPORTS WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD(REN)/WARD(S) ARE INJURED.

(4) ATTORNEYS' FEES: I promise to indemnify ADVENTURE AIR SPORTS 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 ADVENTURE AIR SPORTS, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(5) PHOTO RELEASE: By entering ADVENTURE AIR SPORTS and participating in the ACTIVITIES, I hereby grant ADVENTURE AIR SPORTS 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), the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with ADVENTURE AIR SPORTS and to use the photograph and/or recording for all purposes, including advertising and promotional expenses, 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. I further grant permission and waive any objection to the use of any videographic or photographic images taken by me which may subsequently be posted to public social media internet sites, or disseminated to the public. I further grant permission and waive any objection to the use of videographic or photographic images taken by me within ADVENTURE AIR SPORTS which may subsequently be posted to public social media Internet sites, or disseminated to the public. I acknowledge that ADVENTURE AIR SPORTS may, at their discretion, utilize these videos or images for business purposes and may do so without any further express consent.

(6) 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 ADVENTURE AIR SPORTS, whether at the current location or any other location or facility.

(7) VENUE/ARBITRATION: In the event a lawsuit is filed against ADVENTURE AIR SPORTS, I agree to the sole and exclusive venue of the Cobb County, Georgia, I further agree that the substantive law of Georgia 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 enforceable, 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 agreement, shall be submitted to and be settled by final and binding arbitration in Cobb County, Georgia, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

(8) AUTHORITY TO SIGN: I certify that I am the parent, legal guardian or authorized agent for the parent or legal guardian of the child(ren) listed in this Agreement and have the full authority to sign this Agreement on behalf of my child(ren) or the parent or the legal guardian of the child(ren) listed below.

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)'s right to maintain any action against ADVENTURE AIR SPORTS on the basis of any claim from which I have released ADVENTURE AIR SPORTS 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 understand this Agreement and knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

PARENT, LEGAL GUARDIAN OR AUTHORIZED AGENT'S SIGNATURE (Only 18 or older can sign for themselves.)

First Name: _____ Last Name: _____

Address: _____

Birth Date: _____ Phone: _____

Email: _____

Signature: _____

ENTER FULL NAME AND BIRTH DATE OF ALL CHILDREN UNDER THE AGE OF 18:

First Name: #1 _____ Last Name: #1 _____

Birth Date: #1: _____

First Name: #2 _____ Last Name: #2 _____

Birth Date: #2: _____

First Name: #3 _____ Last Name: #3 _____

Birth Date: #3: _____

First Name: #4 _____ Last Name: #4 _____

Birth Date: #4: _____

ADVENTURE AIR SPORTS reserves the right to review your license and/or other forms of ID to verify identity and age.