

**ABSOLUTE AIR PARK, INC. PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL  
RELEASE AND ASSUMPTION OF RISK**

I \_\_\_\_\_ UNDERSTAND THAT TRAMPOLINING IS AN INHERENTLY DANGEROUS ACTIVITY.  
(print guardian/parent name, must be over 18)

**The risks include, among other things:** AAP trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Risks include the negligence of other participants or myself, injuries including rope burn, sprains, fractures, scrapes, bruises and cuts, dislocations, pinched fingers and serious injuries to the head, back, or neck which can cause paralysis, or even death. Trampolines expose its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Participants often fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls is dangerous and can cause serious injury and must be done at the participants own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

In consideration of Absolute Air Park, Inc. ("AAP" or "Absolute") allowing me or a child for whom I am a parent or guardian ("Minor Child") to participate in AAP activities, including trampolining, trampoline park access, trampoline dodgeball, trampoline basketball, aerial training, fitness classes, bounce house and café access and other athletic and amusement activities (collectively "Activities"), I agree to forever release, indemnify and discharge Absolute, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me, the Minor Child or act on our respective behalves. I represent that I am the parent or guardian of the Minor Child.

I acknowledge that participation in the Activities entails both known and unknown risks that could result in SERIOUS INJURY or DEATH, resulting from such things as, without limitation, exposed springs, hooks, frames and/or other pieces of equipment; poor lighting; lack of supervision and/or trained spotters; lack of protective padding, mats, netting, and/or other proper equipment; lack of any other proper safety measure; slipping and/or falling on and/or off equipment; collision with fixed objects and/or people; attempted jumps, runs, stunts, tumbles, somersaults, maneuvers and/or acrobatics; having multiple participants participate in the Activities at one time; the physical condition, fitness and/or abilities of me and all other participants; weight differences between me and other participants; weather and/or all other environmental conditions; my and AAP negligence, actions and/or omissions committed by me, the Minor Child, AAP and/or any other persons; and/or incomplete instructions.

**I expressly and voluntarily release, acquit, and forever discharge ABSOLUTE and agree to hold their respective successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless of and from all, and all manner of action and actions or omission(s), cause and causes of action, suits, debts, damages, judgments, and claims and demands whatsoever, in law or in equity.**

I agree that I and/or the Minor Child am voluntarily participating in the activities offered by AAP including, but not limited to, the use of the equipment, facilities and the premises. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the AAP facilities, or any damage, loss or theft of any personal property which I and/or the Minor Child may incur. I understand that the AAP facility has trampolines and other equipment and that using trampolines has inherent risks. Further, I have explained these risks to the Minor Child. I certify that I have adequate health insurance to cover any injury or damage that I may cause or suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have.

I agree to the sole and exclusive venue of the Snohomish County Superior Court. I further agree that the substantive law of Washington shall apply without regard to any conflict of law rules of that State. 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.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit AAP, whether at the current location or any other location or facility. I agree to indemnify and hold AAP, including its successors, predecessors and assigns, on its own behalf and on behalf of each and all of its parent, related, affiliated, controlled or subsidiary organizations, and each and all of its respective directors, officers, agents, attorneys, representatives and employees, past, present and future and their respective affiliates, agents, officers and directors harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by AAP, including, attorneys' fees, costs, damages and/or judgments AAP may incur in the event that I cause any injury, damage and/or harm to any other person while at AAP. I grant AAP permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment.

By signing this document, I intend to forever waive my right and the rights of the Minor Child to maintain any lawsuit or action against AAP based on any claim of personal injury or death or property loss or damage. I have had sufficient opportunity to read and understand this agreement 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.

**SIGNATURE OF PARTICIPANT AND/OR PARENT or GUARDIAN**

\* SECTION REQUIRED FOR ALL PARTICIPANTS and the PARENT or GUARDIAN OF A MINOR CHILD. You must be 18 years of age or older to sign this document.

Signature \_\_\_\_\_ Today's Date \_\_\_\_\_ (MM/DD/YYYY)  
 Telephone \_\_\_\_\_ Email \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ (MM/DD/YYYY)  
 Emergency Contact \_\_\_\_\_ Phone Number \_\_\_\_\_ Relation \_\_\_\_\_

**NAME(S) AND DATE(S) OF BIRTH FOR ALL CHILDREN UNDER 18**

\* SECTION IS REQUIRED IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN UNDER 18

PARENT'S OR GUARDIAN'S ADDITIONAL AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK - (Must be completed for participants under the age of 18) In consideration of the Minor Child detailed above being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor as if the Minor Child was eighteen years old or older.

NAME MINOR # 1 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY  
 NAME MINOR # 2 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY  
 NAME MINOR # 3 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY  
 NAME MINOR # 4 \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ RELATION \_\_\_\_\_  
ADD PARTICIPANT NAME (UNDER 18) MM/DD/YYYY

\*\* PLEASE NOTE WE RESERVE THE RIGHT TO REVIEW YOUR DRIVER'S LICENSE AND/OR OTHER FORMS OF IDENTIFICATION IN ORDER TO VERIFY IDENTITY AND DATE OF BIRTH/AGE.