

WAIVER, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

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

This Waiver, Assumption of Risk and Indemnification Agreement (“Agreement”) is entered into by the Adult Participant, and if any minor is named below, the Adult Participant on behalf of and as parent or legal guardian for the Child Participant(s) in favor of San Antonio Adventure Park, LLC d/b/a Airtopia (“Airtopia”). Collectively and severally, Adult Participant and Child Participant are referred to as the Participant. In consideration of Airtopia permitting Participant access to the Premises and the ability to participate and spectate in the Activities and services, including the Activities that may occur in, about, or near 16628 San Pedro Avenue, San Antonio, Texas or any other premises owned or operated by Airtopia wherever located (“Premises”) today and on all future dates, Participant agrees as follows:

1. Nature of the Activities. Airtopia operates a trampoline and adventure park, which offers Participants the opportunity to participate actively or passively, in trampoline and adventure park related activities, events and parties (the “Activities”).

2. Types of Risks.

2.1 Risks Associated with Activities. 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. 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.

2.2 Exposure to Bacteria, Fungus, Virus, and Unknown Contagious Diseases. By entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungus, viruses, unknown contagious diseases and COVID-19, which notwithstanding governmental recommendations and the practices of Airtopia, cannot be eliminated. Consequently, to the fullest extent permitted by law, Participant knowingly and fully assumes the risk of, releases, and shall indemnify Airtopia from all claims (as defined in section 5 below) or bodily injury resulting from Participant’s exposure to any bacteria, fungus, virus, unknown contagious diseases or COVID-19 and in any way connected to Participant’s entry into the premises or engagement in the activities.

3. Assumption of Risks. Notwithstanding the foregoing risks and safety measures implemented by Airtopia, 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. Participant affirms 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.

Participant agrees to abide by Airtopia rules and instructions and the directions of Airtopia employees and representatives, whereby Participant acknowledges that (i) those rules, instructions and directions are intended to promote the safety of both Participant and others; (ii) failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of Participant’s right to use the Premises and its facilities, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, (a) Participant will immediately report the injury to Airtopia’s staff and under no circumstances will Participant leave the facility without doing so, (b) Participant will cease all participation in activities at the time of sickness, accident or injury, (c) Participant authorizes Airtopia

employees and representatives to obtain and secure, on his/her behalf, emergency medical treatment and transportation, when deemed appropriate by Airtopia employees and representatives, and (d) Participant agrees to assume, at his/her expense, all costs of emergency medical care and transportation.

4. Alcohol. 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. **UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES IF PARTICIPANT HAS CONSUMED ALCOHOL.**

5. Release and Indemnity. **To the fullest extent permitted by law, Adult Participant on behalf of himself/herself, Child Participant, and their heirs, executors, and representatives releases, waives, discharges and agrees not to sue, and shall indemnify Airtopia, the legal owner of the premises, and any of their parents, affiliates, subsidiaries, officers, directors, shareholders, members, managers, partners, agents, employees, contractors, representatives, heirs, assigns, volunteers, independent contractors, equipment suppliers, and insurers of all of them (collectively, "Protected Parties") from and against all liabilities, losses, damages, claims, demands, actions, suits, causes of action, judgments, costs, fees, and expenses (including reasonable attorney's fees and court or other costs) (collectively, "Claims") relating to, resulting from, or arising out of or alleged to have arisen out of (in whole or in part) any property damage or bodily injury (including death) to Participant resulting in any way from (a) Participant's use of the premises, (b) Participant's active or passive participation in the activities, (c) loss or theft of personal property, (d) from the consumption of alcohol at the premises by Participant or any other invitee of Airtopia, or (e) Participant's breach of this Agreement. This release and indemnity shall apply even if the claim is caused in whole or in part by the negligence, gross negligence, strict liability, or willful misconduct of the Protected Parties or Participant. The indemnity shall also include Adult Participant's obligation to indemnify the Protected Parties from (i) any sum or settlement paid to or on behalf of the Child Participant resulting from a claim in any way involving the foregoing subsections and (ii) all claims resulting from or relating to any insufficiency of Participant's legal capacity or authority to execute this Agreement for or on behalf of the Child Participant.**

6. Waiver of Jury Trial. **To the extent permitted by law, Adult Participant and Airtopia knowingly, willingly and voluntarily, with full awareness of the legal consequences, after consulting with counsel (or after having waived the opportunity to consult with counsel) agree to waive their right to a jury trial of any dispute or claim or causes of action relating to participation in Airtopia Activities or presence on the premises utilized for Airtopia Activities. The right to a trial by jury is a right parties would or might otherwise have had under the Constitutions of the United States of America and the state in which the Premises is located.**

The Participant understands and agrees that: (i) this Agreement gives up important legal rights; (ii) the Participant is giving up important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (iii) Participant's signature below is proof of Participant's intention to execute a complete and conditional waiver and release of all liability to the full extent of the law.

7. License. Participant irrevocably grants the Protected Parties the right to use all or a portion of an image or video of Participant and their name and likeness in all forms and media including composite or modified representations for all purposes, including advertising, trade or any commercial purpose throughout the world and in perpetuity. Participant waives the right to inspect or approve versions of images or videos used for publication or the written copy that may be used in connection with the images/videos. Participant releases the protected parties from any claims that may arise regarding the use of Participant's statements, videos, or images including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

8. Authority. If Adult Participant signs this Agreement on behalf of his/her spouse, child, family member, friend, minor child, or other person, Adult Participant warrants and represents to Airtopia that he/she has the legal authority and such person's actual and implied authority to execute this Agreement on their behalf, including, but not limited to, the release, indemnity agreement, and license.

9. Acknowledgments. Participant represents to the Protected Parties that this Agreement is a complete and final release and indemnity agreement, that Participant is voluntarily entering into this Agreement, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees that there are no oral agreements, representations, promises, or warranties that are not expressly set forth herein, this Agreement may only be modified in writing, and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the state in which the Premises is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Venue for any action brought hereunder or due to Participant's use of the Premises or participation in the Activities shall lie in the County in which the Premises is located. The substantive laws of the state in which the Premises is located shall apply. By signing below, Participant authorizes Airtopia to communicate with Participant via email with updates, news, advertisements, and offers.

10. Representations by Participant. Participant represents to the Protected Parties as follows:

- A. Participant shall obey all rules, safety signs and verbal instructions from Airtopia staff while participating in the Activities and shall alert the staff to any rules violations or dangerous behavior.
- B. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- 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. Airtopia 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 has adequate insurance to cover any injury or damage that Participant may cause or suffer while participating in the Activities, or if not, Participant agrees to bear the costs of such injury or damage to Participant and others.
- H. Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

By executing this agreement, I represent that 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.

Today's date _____ (MM/DD/YYYY)

Adult Participant Section AND/OR Parent / Legal Guardian Section

Parent / Legal Guardian must sign below if Participant is a Minor (under 18 years of age)

(PRINT) Name of Adult Participant AND/OR Parent / Legal Guardian

Adult Date of Birth (MM/DD/YYYY)

Signature

Minor Participant Section (under 18 years of age)

ONE WAIVER PER ADULT – MINOR’S WAIVER MUST BE SIGNED BY THEIR PARENT / LEGAL GUARDIAN (ABOVE)

Full Name of MINOR PARTICIPANT (Print)

Minor Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

Minor Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

Minor Date of Birth (MM/DD/YYYY)

Full Name of MINOR PARTICIPANT (Print)

Minor Date of Birth (MM/DD/YYYY)