

**Northern Air Family Fun Center's Customer Release of Liability and Assumption of Risk**

**\*\*\* THIS IS A CONTRACT – READ BEFORE SIGNING \*\*\***

In consideration of being permitted by NORTHERN AIR FAMILY FUN CENTER to participate in its activities and to use its equipment and facilities, now and in the future, I hereby agree to release, indemnify and discharge NORTHERN AIR FAMILY FUN CENTER, its agents, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in NORTHERN AIR FAMILY FUN CENTER trampoline games entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** Trampoline entails certain risks that simply cannot be eliminated without jeopardizing essential qualities of the activity. Trampoline exposes 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 and ankles, and can suffer more serious injuries as well. Traveling to and from trampoline location raises possibility of any manner of transportation accidents. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injuries as well. Flipping, running and bouncing off the walls is dangerous and can cause serious injury and must be done at participants own risk. Similar risks are also inherent in using the Foam Pit. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense. Furthermore, NORTHERN AIR FAMILY FUN CENTER employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that NORTHERN AIR FAMILY FUN CENTER employees may be negligent in, among other things, monitoring and supervising use of equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

**3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or use of equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**

4. Should NORTHERN AIR FAMILY FUN CENTER or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

6. In the event I file a lawsuit against NORTHERN AIR FAMILY FUN CENTER, I agree to do so solely in state of North Dakota and I further agree the substantive law of North Dakota shall apply in that action without regard to the conflict of law rules of that state. I agree if any portion of this agreement is found to be void or unenforceable, remaining portions shall remain in full force and effect.

7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at NORTHERN AIR FAMILY FUN CENTER, grant NORTHERN AIR FAMILY FUN CENTER, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with NORTHERN AIR FAMILY FUN CENTER to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner or 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 rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to NORTHERN AIR FAMILY FUN CENTER.

**8. If participant is a minor, I agree that this Release of Liability and Assumption of Risk agreement ("RELEASE") is made on behalf of that minor participant and all of the releases, waivers and promises herein are binding on that minor participant. I represent I have full authority as Parent/Legal Guardian of the minor participant to bind minor participant to this agreement.**

9. If the participant is a minor, I further agree to defend, indemnify and hold harmless NORTHERN AIR FAMILY FUN CENTER from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in anyway connected with such use or participation by the minor, including injuries or damages caused by negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of party seeking indemnity.

10. In consideration of not being required to sign a fresh copy of this RELEASE before each visit, I further agree **this RELEASE shall apply to all future visits by me and by the minor participant until he/she is a full 18 years old, including Paragraphs 8 and 9.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor's participant's right to maintain a lawsuit against NORTHERN AIR FAMILY FUN CENTER or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. **I have read and understood it, and agree to be bound by its terms.**

**Signature (Participant or Parent/Legal Guardian if under age of 18)** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name of Participant \_\_\_\_\_ Birth Date \_\_\_\_\_ Email \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Emergency Contact and Relation \_\_\_\_\_ Contact Phone \_\_\_\_\_

**\*\*\* Print Name of Parent/Legal Guardian of Minor \*\*\***

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_