



**PARTICIPATION, INDEMNIFICATION, WAIVER,
RELEASE AND ASSUMPTION OF RISK AGREEMENT**
*[Please read carefully as this is a legally binding agreement and
you are waiving certain legal rights and relinquishing claims.]*



NOTICE: PARTICIPATION IN TRAMPOLINE AND RELATED ACTIVITIES PROVIDED BY EP ENTERTAINMENT, L.L.C., d/b/a AIR U CENLA (“Air U CENLA”) INVOLVES RISKS OF INJURY, PARALYSIS, DEATH OR DAMAGE TO THE NAMED PARTICIPANT AND/OR OTHERS WHICH ARE KNOWN, OPEN, OBVIOUS, AND APPARENT. PARTICIPATION IN ALL ACTIVITIES IS CONTINGENT UPON COMPLETE EXECUTION OF THIS AGREEMENT.

I acknowledge that participation in the activities provided by Air U CENLA include, but are not limited to, trampolining, tumbling, gymnastics, cheerleading, foam pits, trampoline park access, trampling dodgeball, trampling basketball, aerial training, fitness classes, bounce house and café access, off-site Activities, and other athletic and amusement activities (collectively “Activities”), entails both known and unknown risks that could result in SERIOUS INJURY or DEATH, due to, but without limitation, exposed springs, books, 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 measures; slipping and/or falling on and or office 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 participant; level of quality of knowledge, skill and training of Air U CENLA staff; weather and/or other environmental conditions; actions and/or omissions committed by me, the child for which I’m the legal guardian (“Minor Child”), Air U CENLA, and/or any other persons; and/or incomplete instructions. INITIAL _____

ASSUMPTION OF RISK

I agree that I and/or the Minor Child voluntarily participating in Air U CENLA activities and the use of the equipment, facilities, off-site activities and camp, and the premises. I am assuming on behalf of myself and/or the Minor Child, all risks of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the Air U CENLA facility, and/or Air U CENLA activities or any damage that I / Minor Child may suffer, or else I agreed to personally bear the cost of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. I understand that although I am initialing certain sections of this agreement, it is my intention to agree to the entire agreement and I do agree to the entire agreement. INITIAL _____

I / Minor Child understand that my participation in activities at Air U CENLA is voluntary and includes the risks of injury, paralysis, death or damage to the named participant and/or others which are known, open, obvious, and apparent. I / Minor Child voluntarily and knowingly assume the risk of such injury, paralysis, death or damage as a result of activities at Air U CENLA and covenant not to sue Air U CENLA or Released Parties for any and all claims, rights or causes of action for any personal injury, paralysis or death, or property damage. INITIAL _____

RELEASE AND INDEMNITY

In consideration for the services provided by Air U CENLA, and my desire to spectate and participate in those services provided by Air U CENLA, and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives and all other persons, firms or entities claim by or through them are hereinafter known as “Released Parties;”

I, _____ (print name), on behalf of myself, my spouse, child / grandchild or children / grandchildren, or other Minor Child for whom I have been appointed guardian, my parent(s), my heirs, assigns, personal representative and estate hereby acknowledge and agree:

- (a) To use the premises and facilities and equipment in a safe and responsible manner;
- (b) To watch any Patron Education Video prior to participation in any activity at Air U CENLA;
- (c) To abide by all posted rules and instructions as well as the directions of Air U CENLA employees and representatives, whereby I acknowledge that (i) those rules, instructions and directions are intended to promote the safety of both myself and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to spectate or participate on the facility or premises, without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I authorize Air U CENLA employees to obtain, on my behalf, emergency medical treatment and to secure such medical treatment at my expense;
- (d) to voluntarily, fully and forever waive, release, discharge and covenant not to sue Air U CENLA and all Released Parties from any and all acts committed or omitted, claims, rights, actions, causes of actions, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive, as well as attorney fees), liability or obligations of any nature or kind, whether in law or in equity, whether known at the time I leave the facility or premises or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (1) my / Minor Child activities within the premises or facilities/Park; (2) the activities within the park by others; (3) the operation of the park by Air U CENLA; (4) my / Minor Child’s use of any and all of the park facility; and (5) my / Minor Child’s use of any and all equipment within the park, whether owned by me, Air U CENLA or third party. This waiver, release and discharge is intended to be a complete release of any and all responsibility or duties owed by Air U CENLA and the Released Parties as indemnitees from personal injuries, death and/or property law/damages sustained by myself or any minor child while on the Air U CENLA premises, or with respect to Air U CENLA equipment, whether or not the negligence and/or legal fault of Air U CENLA results from improper supervision, improper maintenance of equipment on the premises or any third party or guest.

- (e) Hold harmless and defend Air U CENLA and the Released Parties from all losses, claims, liabilities, obligations, costs, damages, expenses judgments and attorney fees incurred by Air U CENLA and Released Parties in the event that I/Minor Child cause any injury, damage and/or harm to any other person while on the premises of Air U CENLA. **INITIAL** _____

AGREEMENTS AND UNDERSTANDINGS

I / Minor Child knowingly, and voluntarily agree and understand:

- (a) That there is no medical condition that would affect my participation in the activities of Air U Cenla;
- (b) That I am the parent or legal guardian of the Minor Child;
- (c) This Agreement is a legally binding;
- (d) This Agreement is clear, unambiguous and unequivocal;
- (e) That the waiver, release and assumption of the risk is explicit and voluntary;
- (f) This Agreement is comprehensive for all lawsuits, claims, injuries and damages;
- (g) That I / Minor Child knowingly and intentionally waive my rights to bring lawsuits and make claims for any claim, right or cause of action;
- (h) Without limiting the above waiver, release and assumption of risk, I/minor child agree to the sole and exclusive venue of Rapides Parish for any legal action. Any controversy between the parties hereto involving any claim arising out of or relating to this Agreement or a breach thereof shall be submitted to and be settled by final and binding arbitration in Rapides Parish, Louisiana, in accordance with the then current commercial arbitration rules of the American Arbitration Association. In connection with any such proceeding, the arbitrator shall have no power to make any errors of law or of legal reasoning;
- (i) That the substantive laws of Louisiana shall apply without regard to any conflict of law rules;
- (j) That should any portion of this Agreement be found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce the meaning to the maximum extent possible and shall remain in full force and an effect.
- (k) That no rules of construction be employed in the interpretation of this Agreement;
- (l) That permission is given by me / Minor Child to use my / Minor Child’s likeness in any publications, advertisements marketing or websites; and
- (m) That I / Minor Child have the right and have been afforded to opportunity to consult with an Attorney prior to any participation in the activities of Air U CENLA. **INITIAL** _____

ELOPEMENT / ABDUCTION / KIDNAPPING / FALSE IMPRISONMENT

I / minor child understand that Air U CENLA is not legally responsible or liable in the event of any elopement, abduction or kidnapping of myself and/or the minor child. I / minor child therefore to voluntarily, fully and forever waive, release, discharge, hold harmless, indemnify, defend and covenant not to sue Air U CENLA and all Released Parties from any and all claims, suits, rights or causes of action predicated in any manner upon the elopement, abduction or kidnapping or false imprisonment of my / minor child or any participant present upon the premises of Air U CENLA. **INITIAL** _____.

WRITTEN CONSENT

If you are above 18 years of age:

Print Name: _____
 Signature: _____
 Date of Birth: _____
 Address: _____

 Email Address: _____
 Cell Phone: () _____
 Home Phone: () _____
 Today’s Date: ____ / ____ / _____

Names of Birthdates of Children Under 18:

(If additional space is needed – please see an Air U CENLA employee)

<u>First and Last Name</u>	<u>Birthdate</u>	<u>Relation to Child</u>
_____	_____	____ Parent ____ Legal Guardian
_____	_____	____ Parent ____ Legal Guardian
_____	_____	____ Parent ____ Legal Guardian
_____	_____	____ Parent ____ Legal Guardian