

## **RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

This Release, Assumption of Risk, Waiver of Liability, and Indemnification Agreement (“Agreement”) is entered into by the undersigned in his or her own capacity (“Adult Participant”) and if any minor(s) is/are named in the signature block below (collectively “Child Participant”, whether one or more) on behalf of and as parent or legal guardian for such Child Participant(s) (collectively, “Participant”), to and for the benefit of the Protected Parties (as defined below) in favor of Ankeny Urban Air LLC (Urban Air). In consideration of Urban Air permitting Participant to enter the Premises and participate in the Activities, including the Activities that may occur in, about, or near 2829 S. Ankeny Blvd, Ankeny, Iowa, 50023 or any other premises owned or operated by Urban Air wherever located (Premises), Participant agrees as follows:

1. **NATURE OF THE ACTIVITIES.** Urban Air operates a trampoline and adventure park, which offers participants (a) the opportunity to participate actively or passively, trampoline and adventure park related activities, including, but not limited to, jumping, dodgeball, volleyball, tumbling, foam pit jumping, aerobics, ninja warrior course, battle beam, soft play, ropes course, climbing wall, roller coaster/sky rider, arcades, exercising and other miscellaneous trampoline and adventure activities, instruction, training, fitness classes, competition, events, and programs and (b) access to the Premises and café (collectively, “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. When skydiving, the most common risk of injury is to the shoulders due to the force of the air on them. When participating in cyber or e-sports, the most common risk of injury is a seizure due to epilepsy. 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 Urban Air, cannot be eliminated. **CONSEQUENTLY, TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT KNOWINGLY AND FULLY ASSUMES THE RISK OF, RELEASES, AND SHALL INDEMNIFY URBAN AIR 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. FURTHER, ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THAT OF THE CHILD PARTICIPANT(S) CONSENTS TO HAVING THEIR TEMPERATURE TAKEN BY URBAN AIR AND ACKNOWLEDGES THEY MAY BE DENIED ACCESS TO OR FORCED TO VACATE THE PREMISES IF THEY EVIDENCE SYMPTOMS OF EXPOSURE TO BACTERIA, FUNGUS, VIRUSES, UNKNOWN CONTAGIOUS DISEASES OR COVID-19 AS IDENTIFIED BY THE CENTER FOR DISEASE CONTROL AND PREVENTION.**

3. **ASSUMPTION OF RISKS.** Notwithstanding the foregoing risks and the safety measures implemented by Urban Air, 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.**

I confirm that I fully understand the risks involved with participating in the Activities at Urban Air. I choose to accept the risks for myself (and any Child Participant(s) named below), and I acknowledge that Urban Air and the other Protected Parties will not pay for any costs or expenses that result from my injuries (or the injuries of any Child Participant(s) named below).

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, CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY URBAN AIR, UATP MANAGEMENT, LLC, UATP IP, LLC, UA ATTRACTIONS, LLC, THE LEGAL OWNER OF THE PREMISES, THE LANDLORD, MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY**

**OF THEIR LENDERS, 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, 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 URBAN AIR, OR (E) PARTICIPANT'S BREACH OF THIS AGREEMENT. THIS RELEASE AND INDEMNITY SHALL APPLY EVEN IF ANY 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 (F) ANY SUM OR SETTLEMENT PAID TO OR ON BEHALF OF THE CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RESULTING FROM A CLAIM IN ANY WAY INVOLVING THE FOREGOING SUBSECTIONS AND (G) 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, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES.**

I confirm that I fully understand that I am giving up my right (and the rights of any Child Participant named below) to sue Urban Air and the other Protected Parties or hold them responsible in any way for any loss or damage that happens because of my/our participation in the Activities at Urban Air, or because of my/our use of the Premises.

6. DISPUTE RESOLUTION.

A. ARBITRATION: If a dispute arises under this Agreement and/or from Participant's use of the Premises or participation in the Activities, the Participant shall engage in good faith efforts to mediate a settlement prior to filing a demand for arbitration. Should the dispute not be resolved by mediation, Urban Air and the Participant agree that instead of resolving the dispute by a judge or jury in a court of law, any dispute of claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement ("Dispute") shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association ("AAA") per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and the arbitrator shall have no authority to award punitive or exemplary damages. If the Dispute cannot be heard by the AAA for any reason, the Dispute shall be heard by an arbitrator mutually selected by the parties. If the parties cannot agree upon an arbitrator, then either party may petition an appropriate court to appoint an arbitrator. Arbitration shall be subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

B. WAIVER OF JURY TRIAL: ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT AND URBAN AIR HEREBY KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AGREES TO WAIVE ALL RIGHT TO A BENCH TRIAL AND A TRIAL BY JURY OF ANY CLAIMS ARISING FROM USE OF THE PREMISES OR PARTICIPATION IN THE ACTIVITIES.

I confirm that I fully understand that if I ever have a legal claim against Urban Air, I am giving up my right (and the rights of any Child Participant named below) to go to court and have a judge and/or jury decide the outcome of the case. I understand that instead of going to court, a neutral third person called an arbitrator will decide the outcome of my claim, and that the arbitrator's decision will be binding.

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 Urban Air 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 arbitration clause, 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 Urban Air to communicate with Participant via email with updates, news, advertisements, and offers.

10. REPRESENTATIONS BY PARTICIPANT. Participant represents on behalf of him/herself and the Child Participant(s) to the Protected Parties as follows:

- A. Participant shall obey all rules while participating in the Activities and alert the staff of 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. Urban Air 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 shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AGREE TO BE BOUND BY ITS TERMS.**

\_\_\_\_\_  
Child Participant Name (Please Print)                      Parent/Legal Guardian Signature                      Date

\_\_\_\_\_  
Adult Participant Name (Please Print)                      Adult Participant Signature                      Date

Emergency Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Participant's Email Address: \_\_\_\_\_