

**HOUSE OF AIR, LLC PARTICIPANT AGREEMENT
INDEMNIFICATION, WAIVER, GENERAL RELEASE, AND ASSUMPTION OF RISK**

Under this Participant Agreement, I agree and acknowledge as follows:

- (i) I understand that the Activities (defined below) are inherently dangerous activities;
- (ii) I assume the risk of injury or death that may occur as part of said dangerous Activities;
- (iii) I hereby release House of Air, LLC, the United States of America, and The Presidio Trust and agree to hold House of Air, LLC, the United States of America, and The Presidio Trust, and their respective officers, directors, and affiliates from any and all liability; and,
- (iv) I acknowledge that this Agreement is
 - (a) clear, unambiguous and unequivocal,
 - (b) explicit and voluntary in my waiver, release and assumption of risk, and
 - (c) comprehensive for all lawsuits, claims, injuries, and damages. **INITIAL:** _____

I UNDERSTAND THAT TRAMPOLINING IS AN INHERENTLY DANGEROUS ACTIVITY.

I acknowledge that participation in the House of Air, LLC's, a California limited liability company ("HOA") activities, including, but not limited to, trampolining, trampoline park access, trampoline dodgeball, trampoline basketball, aerial training, fitness classes, bounce house and café access, offsite and camp 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, 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; actions and/or omissions committed by me, the child for which I am the legal guardian ("Minor Child"), HOA and/or any other persons; and/or incomplete instructions. **INITIAL:** _____

I agree that I and/or the Minor Child are voluntarily participating in HOA Activities and the use of the equipment, facilities, offsite activities and camp, 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 HOA facilities, and/or HOA Activities or any damage, loss or theft of any personal property which I and/or the Minor Child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the Minor Child may 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 expressly and voluntarily release, acquit, and forever discharge HOA, the United States of America, and The Presidio Trust and agree to hold HOA, the United States of America, and The Presidio Trust, and their respective affiliates, agents, officers and directors harmless (collectively, "HOA Indemnities") from any and all actions or omission(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to attorney's fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, or property damage that I and/or the Minor Child may suffer arising from my and/or the Minor Child's use of HOA's Activities, HOA premises or at offsite and camp activities related to HOA. This waiver is intended to be a complete release of any and all responsibility or duties owed by HOA Indemnities for personal injuries, death and/or property loss/damage sustained by myself or any Minor Child while on the HOA premises, or with respect to HOA Activities, whether using HOA equipment or not. **INITIAL: _____**

Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of the City and County of San Francisco, CA for any legal action. I further agree that the substantive laws of California shall apply without regard to any conflict of law rules. I also agree that if any portion of this

agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I and HOA are deemed joint authors hereof.

I grant House of Air permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment, and without any prior approval of any and all publications, websites, marketing and other materials that contain my and/or the Minor Child's likeness.

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.

1. SECTION FOR PARENT / LEGAL GUARDIAN / PARTICIPANT OVER 18

COMPLETE THIS SECTION IF YOU ARE SIGNING FOR YOURSELF AND ARE OVER 18 YEARS OF AGE AND / OR ARE THE PARENT OR LEGAL GUARDIAN SIGNING FOR A MINOR CHILD.

Today's Date: _____ MM/DD/YYYY

Parent / Legal Guardian Signature: _____

Parent / Legal Guardian Name: _____

Parent / Legal Guardian Email: _____

Parent / Legal Guardian Date of Birth: _____ MM/DD/YYYY (Must be over 18 years of age)

2. NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18

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

PARENT'S OR LEGAL 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 below 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.

MINOR NAME	BIRTHDATE	RELATION TO MINOR
Under 18yrs First Name Last Name	MM/DD/YYYY	(Must be Parent / Legal Guardian)
MINOR NAME _____	BIRTHDATE _____	RELATION TO MINOR _____
Under 18yrs First Name Last Name	MM/DD/YYYY	(Must be Parent / Legal Guardian)
MINOR NAME _____	BIRTHDATE _____	RELATION TO MINOR _____
Under 18yrs First Name Last Name	MM/DD/YYYY	(Must be Parent / Legal Guardian)
MINOR NAME _____	BIRTHDATE _____	RELATION TO MINOR _____
Under 18yrs First Name Last Name	MM/DD/YYYY	(Must be Parent / Legal Guardian)

House of Air EMAIL NEWSLETTER

Yes, please add me to your email list for future offers and House of Air news

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