

Terms and Conditions

THESE TERMS AND CONDITIONS MAY LIMIT YOUR RIGHTS PLANET AERO TRAMPOLINE PARK RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the services provided by PLANET AERO TRAMPOLINE PARK ("the Park") and of the permission granted by the Park to use the Park's property, facilities, and services and to participate in trampoline court activities, climbing activities and other exercise and amusement activities at the Park (the "Activities"), I, on behalf of myself and on behalf of my child or children and any other minors currently under my care and/or authorized person to act in loco parentis as listed below ("Minors"), agree to the following terms and conditions:

1. This document affects legal rights. I understand that this document affects my legal rights and the legal rights of the Minors, and that by signing below I acknowledge that I have read and understood the disclosure of risks, voluntarily accept those risks, and agree to be bound by and to bind all the Minors to all the terms and conditions of this agreement.

2. General Release and Waiver of Liability. In consideration of the services provided by the Park and of the permission granted by the Park to use the Park's property, facilities, and services and to participate in the Activities, I, for myself and on behalf of my spouse, children, wards, and other dependents, heirs, assigns, personal representatives and next of kin (the "Releasing Parties"), voluntarily release and forever discharge and agree not to sue the Park or its agents, employees, members, managers, owners, officers, directors, principals, volunteers, participants, insurers, facility operators, lessors, successors, assigns, equipment suppliers or manufacturers, service providers, trainers, intellectual property holders, or any other persons or entities acting in any capacity on the Park's behalf (hereinafter collectively referred to as the "Protected Parties") from liability for any claims connected with or arising from my or the Minors' participation in the Activities or use of the Park facilities, including, to the extent allowed by law, any such claims which allege negligent acts or omissions of any of the Protected Parties.

I understand that this release of liability will prevent any of the Releasing Parties, including me and the Minors, from bringing any lawsuit or making any claim for personal injury, damages or death connected with participating in the Activities or using the Park facilities.

3. Acknowledgement of Risks. I understand that my participation and the participation of the Minors in the Activities involve known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to me, to the Minors, or to third parties. Such risks (the "Risks") include, but are not limited to:

3.1 the risks inherent in the Activities, including slipping and falling, collisions with fixed objects and/or other participants, falling off equipment, unexpected failure of equipment, over-exertion, double bouncing, failed attempted jumps and stunts, and sustaining lacerations or contracting any illnesses from contact with equipment and/or flooring surfaces and/or other items in the Park;

3.2 the grossly negligent acts or omissions of the Protected Parties;

3.3 defects in the Park or any of its facilities;

3.4 improper or inadequate instruction or supervision regarding the Activities or use of the Park facilities;

3.5 the behaviour of other participants in the Activities and/or people visiting the Park;

3.6 accidents or incidents in the Park facilities; and

3.7 first aid, emergency treatment or services rendered or failed to be rendered by the Protected Parties.

Possible injuries include, but are not limited to, bruises, sprains, scrapes, contusions, lacerations, broken bones, eye injuries, torn ligaments, joint injuries, weakening of growth plates, stunted growth following fractures, internal injuries, brain injuries and concussions, permanent disabilities, broken back, broken neck, paralysis, heart attack, and death.

I understand and acknowledge that the above lists are not complete or exhaustive, and that other known or unknown risks may also result in injury, death, illness or damage to me, to the Minors or to my or their property.

I understand and acknowledge that it is the Park's policy that its participants review their safety video which covers some but not all of the Risks related to the Park upon each visit to the Park, and I agree that both I and the Minors will adhere to the safety video policy.

4. Assumption of Risks. After being fully informed of the above and understanding the fact, nature and effect of this Agreement, I, on my own behalf and, to the fullest extent allowed by law, on behalf of all Releasing Parties and the Minors, expressly agree and promise to accept and assume all known and unknown risks associated with participation in the Activities and use of the Park's facilities, including the Risks listed above, and I voluntarily elect to participate and to allow the Minors to participate in the Activities and use the Park's facilities.

I agree that there are certain risks inherent in the Activities that cannot be avoided or eliminated, and that by signing this Agreement,