

# *House of Air*

## **Assumption of Risk, Waiver of Liability, and Indemnity Agreement**

**PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

The activities at Crowley Amusement Park, LLC (dba, and hereafter referred to, as “**House of Air**”) include, but are not limited to trampoline bouncing, trampoline dodgeball, trampoline basketball, tumble track trampolines, softplay, air bag, pit area, slack line, jousting area, obstacle course climbing wall, cardio wall, fitness class/workouts, trampoline classes/instruction, aerial training, bounce house, and consist of recreational, practice, or competitive activity; events; parties; organized or individual training and conditioning activities; tests, classes, and instruction; facility design; individual use of facilities, equipment, toilets/shower/locker room areas, and all associated premises including the café, elevator, stairs, sidewalks and parking lots (the “House of Air Activities”) These activities provide the participant with the opportunity for fun; improved physical fitness; vigorous, healthful exercise; exciting group competition; improved agility and balance; wholesome recreation; and other benefits. The activity and exertion level can range from moderate to very vigorous – depending upon the desire of the participant.

Participant safety is a priority at House of Air. However, regardless of the care taken to avoid injuries, there are inherent and unanticipated risks in the activity that cannot be totally eliminated. These **risks** include, but are not limited to, falls, collisions with other participants, contacting a hard surface (e.g., an uncovered beam, frame, or rail; exposed springs or hooks), landing incorrectly, double bouncing (two or more on the same trampoline), weight differences between participants, catching an extremity under a pad, and slipping in the shower. They also include unexpected equipment failure, unknown facility hazards, careless behavior by the participant, co-participant, or other guests at House of Air and errors in judgment by House of Air personnel.

In spite of the benefits of the available House of Air Activities and the steps taken to prevent injuries, House of Air feels that it is important that the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND HIS OR HER PARENT(S) OR GUARDIAN(S)] (hereafter individually and/or collectively referred to as PARTICIPANT/PARENT) understand the types of injuries that can occur. These include (i) *minor injuries* are the most common and include, but are not limited to, muscle soreness and tears, headaches, bruises, scrapes, sprains, abrasions, and lacerations; (ii) *serious injuries*, which are less common, but do occur and include, but are not limited to, ligament and tendon sprains, tears, and ruptures, broken bones, knee injuries, shoulder injuries, back sprains, neck sprains, and chipped or broken teeth; and (iii) *catastrophic injuries*, which are rare; however, House of Air feels that participants should be aware of this possibility. These injuries include permanent disabilities, loss of limb/other extremities, spinal injuries, paralysis, and even death.

**In consideration for and in connection with being permitted to participate in House of Air and any and all related activities conducted by House of Air, I, the PARTICIPANT/PARENT hereby voluntarily execute this Assumption of the Risk, Waiver of Liability, and Indemnity Agreement (the “Agreement”) on behalf of myself and other Releasing Parties defined below, and hereby agree as follows:**

**Assumption of Risks:** I, the PARTICIPANT/PARENT, understand that the inherent and unanticipated risks of House of Air Activities are serious and that some of these activities involve dangers regardless of the care taken by House of Air. I realize that House of Air Activities require some degree of skill, coordination, and physical fitness. I have read the previous paragraphs and 1) I know the nature of the House of Air Activities; 2) I understand the demands of those activities relative to my physical condition and skill level; and 3) I appreciate the types of injuries that may occur as a result of such activities. **I hereby assert that my and/or PARTICIPANT’S participation at House of Air is voluntary and that I knowingly assume all risks associated with my and/or PARTICIPANT’S presence at or participation in any and all House of Air Activities. I hereby assert that I have adequate health or assets to cover any injury and further agree that I will report any injury to House of Air staff before leaving the facility.**

**WAIVER OF LIABILITY: IN CONSIDERATION FOR GAINING ACCESS TO AND ENGAGING IN THE USE OF AND PARTICIPATION IN THE PROPERTY, FACILITIES, EQUIPMENT, AND SERVICES OF HOUSE OF AIR, TODAY AND ON ALL FUTURE DATES, I, THE PARTICIPANT/PARENT, (ON BEHALF OF MYSELF, MY SPOUSE, CHILDREN, PARENTS, FAMILY MEMBERS, LEGAL WARDS, HEIRS, PERSONAL REPRESENTATIVES, ASSIGNS, ESTATE AND INSURERS – REFERRED TO HEREAFTER AS THE “RELEASING PARTIES”) DO HEREBY WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE CROWLEY AMUSEMENT PARK, LLC (DBA HOUSE OF AIR) (INCLUDING ITS OWNERS, MANAGERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS, AGENTS, AFFILIATES, INSURERS, AND EQUIPMENT SUPPLIERS -- REFERRED TO HEREAFTER AS THE “PROTECTED PARTIES”) FROM LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM THE NEGLIGENCE OF THE PROTECTED PARTIES.**

**THIS AGREEMENT AND WAIVER OF LIABILITY APPLIES TO 1) PERSONAL AND/OR EMOTIONAL INJURY OR DISTRESS (INCLUDING DEATH) FROM INCIDENTS OR ILLNESSES ARISING FROM PARTICIPATION IN HOUSE OF AIR ACTIVITIES AND TO 2) ANY AND ALL CLAIMS RESULTING FROM THE DAMAGE TO, LOSS OF, OR THEFT OF PROPERTY OF PARTICIPANT/PARENT.**

**INDEMNIFICATION: I, THE PARTICIPANT/PARENT, AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY HOUSE OF AIR AND THE PROTECTED PARTIES (THAT IS, DEFEND AND PAY ANY JUDGMENT AND COSTS, INCLUDING INVESTIGATION COSTS, ATTORNEY’S AND EXPERT WITNESS FEES, AND RELATED EXPENSES) FROM ANY AND ALL CLAIMS OF RELEASING PARTIES OR OTHERS ACTING ON BEHALF OF PARTICIPANT/PARENT ARISING FROM PARTICIPATION IN HOUSE OF AIR ACTIVITIES OR PRESENCE ON THE PREMISES UTILIZED FOR HOUSE OF AIR ACTIVITIES. I FURTHER AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY HOUSE OF AIR AND THE PROTECTED PARTIES AGAINST ANY AND ALL CLAIMS OF CO-PARTICIPANTS, RESCUERS, AND OTHERS ARISING FROM THE CONDUCT OF THE PARTICIPANT/PARENT WHILE ON THE PREMISES UTILIZED FOR HOUSE OF AIR ACTIVITIES.**

**Clarifying Clauses:** 1) I, the PARTICIPANT/PARENT, confirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that **this is the entire agreement between me and House of Air** and cannot be modified or changed in any way by representations or statements by any agent or employee of House of Air, and that there are no other oral agreements between me and House of Air.

2) I, the PARTICIPANT/PARENT, further expressly agree that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that **if any portion thereof is held invalid, it is agreed that that portion of the Agreement shall be reformed such that it is as broad and inclusive as permitted by Texas law, and the balance shall, notwithstanding, continue in full legal force and effect as written.**

3) I, the PARTICIPANT/PARENT, also understand that **if legal action is brought arising out of or related in any way to PARTICIPANT’S AND/OR PARENT’S participation in House of Air Activities or presence on the premises, the appropriate venue for any legal action shall be in a court of competent jurisdiction located in Tarrant County, Texas** and that the substantive laws of the State of Texas shall apply. **I, THE PARTICIPANT/PARENT HEREBY UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO MY PARTICIPATION IN HOUSE OF AIR ACTIVITIES OR PRESENCE ON THE PREMISES utilized for House of Air Activities. I, THE PARTICIPANT/PARENT HEREBY ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, AND THAT I KNOWINGLY AND VOLUNTARILY ENTERED INTO THIS JURY WAIVER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**Acknowledgements to Promote Participant Safety:** These assertions aid House of Air in providing for participant safety.

**Health Status** – I, the PARTICIPANT/PARENT, assert that:

- Participant possesses sufficient physical fitness and coordination to enable safe participation in House of Air Activities.
- Participant assumes the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, epilepsy, heart disease or HBP).
- House of Air encourages each participant to **get medical clearance** prior to participation.
- Participant will **cease activity if there is discomfort** (e.g., faintness, shortness of breath, high anxiety, or chest pains).

**Emergency Care** – I, the PARTICIPANT/PARENT, assert that

- House of Air **can administer emergency first aid, CPR, and use an AED** if deemed necessary.
- House of Air **can secure emergency medical care** or transportation (i.e., EMS) if deemed necessary.
- Participant **assumes all costs** of emergency medical care and transportation.

**Rules & Safety** – I, the PARTICIPANT/PARENT, agree:

- To **abide by all posted safety-related rules** while participating.

