

## RELEASE AND INDEMNIFICATION AGREEMENT

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

This Release and Indemnification Agreement (Agreement) is entered into by the Adult Participant, and if any minor is named below, the Adult Participant on behalf of and as parent or legal guardian for the Child Participant(s) in favor of FRAJOVI Urban Air LLC DBA Urban Air Adventure Park Toms River (Urban Air). Collectively and severally, Adult Participant and Child Participant are referred to as the Participant. In consideration of Urban Air permitting Participant access to the premises located at 1256 Indian Head Road, Toms River, NJ 08755 (the Premises) and/or the ability to participate in the Activities (as defined below), including the Activities that may occur in, about, or near the 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, in trampoline and adventure park related activities, including, but not limited to, jumping, dodgeball, volleyball, tumbling, foam pit jumping, aerobics, skydiving, ninja warrior course, battle beam, laser tag, soft play, ropes course, climbing wall, roller coaster/sky rider, go carts, laser tag, bowling, bumper cars, cyber sports, mini golf, arcades, exercising, and other miscellaneous trampoline and adventure activities, instruction, training, fitness classes, competition, events, and programs and (b) access to the locker room, Premises, and cafe (collectively, Activities).

#### 2. TYPES OF RISKS/ASSUMPTION OF RISK.

2.1 TYPES OF RISKS/ASSUMPTION OF RISK. By signing below, Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, 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. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgment is impaired prior to entering the Premises and/or participating in the Activities. Participant understands the potential risks associated with the 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.**

2.2 EXPOSURE TO BACTERIA, FUNGUS, VIRUS, AND UNKNOWN CONTAGIOUS DISEASES. By signing below and 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 safety measures implemented by Urban Air, Adult Participant, on behalf of himself/herself and on behalf of Child Participant, if applicable, 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 and **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.**

4. RELEASE. **TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF HIMSELF, CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RELEASES, HOLDS HARMLESS, AND AGREES NOT TO SUE 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, JUDGMENTS, 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 OR PRESENCE ON THE PREMISES, INCLUDING ANY SIDEWALKS AND PARKING LOTS CONNECTED THERETO (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, REGARDLESS OF THE LOCATION WHERE THE PARTICIPATION OCCURS, AND INCLUDING TRAVEL TO OR FROM ANY SUCH LOCATION, (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 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, PARTICIPANT, OR OTHER PATRONS WHO ARE ON THE PREMISES AND/OR PARKING AREAS OR WALKWAYS.**

**5. INDEMNITY. ADULT PARTICIPANT, ON HIS/HER BEHALF AND ON BEHALF OF ANY CHILD PARTICIPANT(S), AND ON BEHALF OF ANYS SPOUSE, HEIRS, EXECUTORS AND REPRESENTATIVES AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (A) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES SPONSORED BY URBAN AIR ARE TAKING PLACE; (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; (C) ANY CLAIMS ARISING OUT OF THE NEGLIGENT, GROSSLY NEGLIGENT, OR WILLFUL ACTS OR OMISSIONS OF PARTICIPANT; OR (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES SPONSORED BY URBAN AIR ARE TAKING PLACE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES. THE INDEMNITY SHALL ALSO INCLUDE ADULT PARTICIPANT'S OBLIGATION TO INDEMNIFY THE PROTECTED PARTIES FROM (Y) ANY SUM OR SETTLEMENT PAID TO OR ON BEHALF OF THE CHILD PARTICIPANT RESULTING FROM A CLAIM IN ANY WAY INVOLVING THE FOREGOING SUBSECTIONS AND (Z) 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.**

**6. ARBITRATION/JURY TRIAL WAIVER.** Any dispute or 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 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. 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. Any such arbitration will be conducted in the State where the Premises are located. Questions regarding the enforceability and scope of this provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. All other terms of this Agreement shall be governed by the laws of the State where the Premises is located. **TO THE EXTENT PERMITTED BY LAW, ADULT PARTICIPANT AND URBAN AIR KNOWINGLY, willingly, AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AFTER CONSULTING WITH COUNSEL (OR AFTER HAVING WAIVED THE OPPORTUNITY TO CONSULT WITH COUNSEL) AGREE TO WAIVE THEIR RIGHT TO a JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION.** The right to a trial by jury is a right parties would or might otherwise have had under the Constitutions of the United States of America and the state in which the Premises is located.

**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.** Participant understands that is a royalty-free license and no monetary compensation will be provided.

**8. 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. Participant may opt out of receiving these communications at any time.

9. **MISC. PROVISIONS.** Capitalized terms shall have the meaning set forth herein. This Agreement constitutes the entire agreement between the Protected Parties and the Participants, supersedes any and all previous oral or written promises or agreements, and may only be modified in writing. The Participant further expressly agrees that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. In the event any provision of this Agreement is ever deemed to exceed the limits permitted by any applicable law, the provisions set forth herein will be reformed to the extent necessary to make them reasonable and enforceable.

10. **REPRESENTATIONS BY PARTICIPANT.** Participant represents to the Protected Parties that he/she: (i) shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior, (ii) possesses a sufficient level of skill and physical fitness for safe participation in the Activities, (iii) shall only attempt Activities that Participant can perform safely, (iv) is not aware of any health problems that would prevent him/her from participating in the Activities, (v) 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, (vi) understands 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, (vii) Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

**BY EXECUTING THIS AGREEMENT, I REPRESENT I HAD A SUFFICIENT OPPORTUNITY TO READ THIS AGREEMENT, I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AGREE TO BE BOUND AS SET FORTH HEREIN. Any Adult signing this Agreement on behalf of another, warrants and represents that he/she has the legal authority to do so.**

\_\_\_\_\_  
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: \_\_\_\_\_