## The Airosphere, LLC PERPETUAL WAIVER AND RELEASE (VALID FOR EACH AND EVERY DATE OF PARTICIPATION)

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities and/or services. The different activities that are offered entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities and/or services.

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE **AGREEING THAT, EVEN IF The Airosphere, LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY,** THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY **INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY** BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM The Airosphere, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND The Airosphere, LLC THE RIGHT TO REFUSE TO LET YOUR CHILD HAS PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

and agrees as follows:

(PRINT YOUR NAME) has read this Waiver and Release

I recognize and agree that: all risks can never be eliminated, and participating in the activities at The Airosphere, LLC

1. involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. In

signing this release, I assume all risk for, and financial cost of, any and all injuries, and/or any damage, to my child/children.

On behalf of my minor child/children I fully, and forever waive, release and discharge The Airosphere, LLC

and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, and exemplary), liability or obligations of any nature or kind, whether known at the time or which may arise or become known later, which accrue on account of, or in any way arise out of or in

connection with me or my child's activities with or at The Airosphere, LLC

2. including claims involving their own negligence.

I agree to indemnify and hold harmless The Airosphere, LLC

and its individual managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, corporations, or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or judgments directly or indirectly arising out of, or relating to, my child's/children's participation in any activities at The Airosphere, LLC

, including for claims alleging The Airosphere, LLC

3. own negligence.

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child/children visit The Airosphere, LLC

4. whether at the current location or any other location or facility.

## I have read the The Airosphere, LLC

## Waiver and Release from any Claim of Responsibility or Damage and agree to all conditions.

| Parent Name/Lega         | l Guardian (Print):   |                           |               |
|--------------------------|-----------------------|---------------------------|---------------|
| Address                  |                       |                           |               |
|                          |                       | Zip                       |               |
| Phone Number:            |                       | Date of Birth             |               |
| Signature                |                       | Today's date              | (MM/DD/YY)    |
| NAMES AND BIRT signature | HDATES OF ALL CHILDF  | REN UNDER 18 to be inclue | ded with your |
| MINOR NAME #1            | First name, Last name | BIRTHDATE<br>mm/dd/yy     | RELATION      |
| MINOR NAME #2            | First name, Last name | BIRTHDATE<br>mm/dd/yy     | RELATION      |
| MINOR NAME #3            |                       | BIRTHDATE                 | RELATION      |