

**GROUND CONTROL PARKS, LLC
PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION**

PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT , YOU ARE GIVING UP YOUR, AND/OR YOUR SPOUSE, AND/OR YOUR MINOR'S LEGAL RIGHTS.

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND/OR THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) OR/OR PERSONS OVER WHOM I HAVE SUPERVISORY/GAURDIANSHIP DUTIES TO SUE GROUND CONTROL PARKS, LLC FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF GROUND CONTROL PARKS, LLC, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND/OR EQUIPMENT.

In consideration of being allowed to participate in the services and activities provided by Ground Control Parks, LLC, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, stunt fall, climbing wall, obstacle course, trampoline courts, airbag activities, 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/locker room areas, and all associated premises including the café, stairs, sidewalks, and parking lots and any other amusement activities (collectively "ACTIVITIES"), provided by GROUND CONTROL PARKS, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "GROUND CONTROL PARKS, LLC"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge GROUND CONTROL PARKS, LLC on behalf of myself, my spouse, legal partner, my children, my wards, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider GROUND CONTROL PARKS, LLC 'S premises and facilities. It is further warranted that such entry into GROUND CONTROL PARKS, LLC 'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). These ACTIVITIES may provide the participant with wholesome recreation and other benefits. The activity and exertion level can range from moderate to very rigorous – depending upon the desire of the participant. Participant safety is a priority at GROUND CONTROL PARKS, LLC. However, regardless of the care taken to avoid injuries, there are inherent and unanticipated risks in the ACTIVITIES that cannot be totally eliminated. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the ACTIVITIES in which GROUND CONTROL PARKS, LLC provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in ACTIVITIES; (iii) I/we have not been advised against such ACTIVITIES by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in ACTIVITIES. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, and/or minor child(ren)/ward(s) while participating in the ACTIVITIES, and for the condition, risk, and/or adequacy of the equipment.

(1) RELEASE OF LIABILITY: Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue GROUND CONTROL PARKS, LLC, including its suppliers, designers, installers, manufacturers of any trampoline equipment, airbag material, or such other material and equipment in GROUND CONTROL PARKS, LLC 'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS"), and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by GROUND CONTROL PARKS, LLC or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me, my spouse, and/or minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of GROUND CONTROL PARKS, LLC and/or any EQUIPMENT SUPPLIERS.

(2) INDEMNIFICATION: I understand that the known and unknown risks may be caused in whole or in part by my, my spouse and/or child(ren)/wards own actions or inactions, the actions or inactions of others participating in ACTIVITIES, or the acts, inaction or negligence of GROUND CONTROL PARKS, LLC or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments GROUND CONTROL PARKS, LLC and all EQUIPMENT

SUPPLIERS incur in the event of such loss whether caused by the negligence of GROUND CONTROL PARKS, LLC or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse and/or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless GROUND CONTROL PARKS, LLC for any injury, damage and/or harm I, my spouse and/or my minor child(ren)/ward(s) cause to GROUND CONTROL PARKS, LLC, its facility, its visitors, invitees, and/or guests, and/or to any and all other persons and entities acting in any capacity on behalf of GROUND CONTROL PARKS, LLC .

(3) ATTORNEYS' FEES: I promise to indemnify GROUND CONTROL PARKS, LLC for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of GROUND CONTROL PARKS, LLC , pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) PHOTO RELEASE: By entering GROUND CONTROL PARKS, LLC and participating in the ACTIVITIES, I hereby grant GROUND CONTROL PARKS, LLC, on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with GROUND CONTROL PARKS, LLC and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) TERMS OF AGREEMENT: I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit GROUND CONTROL PARKS, LLC, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) VENUE: In the event a lawsuit is filed against GROUND CONTROL PARKS, LLC, I agree the appropriate venue for any legal action shall be in a court of competent jurisdiction located in Bexar County, Texas and that the substantive laws of the State of Texas shall apply. I 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 ACTIVITIES or presence on the premises utilized for ACTIVITIES. I hereby acknowledge that the 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 with the court as a written waiver to trial by jury.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against GROUND CONTROL PARKS, LLC on the basis of any claim from which I have released GROUND CONTROL PARKS, LLC and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against GROUND CONTROL PARKS, LLC and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document 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.

You MUST be 18 years old or older to sign your own waiver. You MUST be the Parent or Legal Guardian to sign for a minor/ward (under age 18)

We reserve the right to review your license and/or other forms of ID to verify identity and age.

_____,
Signature Date

Print Name

Name of Children