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SOUTH PORTLAND URBAN AIR, LLC

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

Electronic Signature Consent

☐ **I Agree**

By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement (Agreement) is entered into on the date this Agreement is executed between South Portland Urban Air, LLC (Urban Air), the Adult Participant as identified by signature below, and if any minor(s) is/are named below, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) as identified below. Collectively and severally, Adult Participant and Child Participant are referred to as the Participant. In consideration of Urban Air permitting Participant to enter the Premises and participate in the Activities, as defined below Air, including any of those Activities that may occur in, about, or near the premises located at 333 Clarks Pond Parkway South Portland, Maine (Premises) or any other premises wherever located, the undersigned agree as follows:

1. Nature of the Activities. Urban Air is a trampoline and adventure park which offers clients the opportunity to participate in a number of trampoline and adventure related physical activities. These activities can help to produce many benefits for the client, including pleasure, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, Urban Air feels it is important that the Participants know that trampoline and adventure activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. Even though Urban Air (a) has designed the facility with safety as a prime concern, (b) provides instruction in some activities, (c) provides general supervision of activities, (d) has developed rules and policies that focus on safety, and (e) has almost completely eliminated the traditional hazard of trampoline jumping (striking a hard surface or the floor), **it is impossible to eliminate all risk and possibility of injury.**

2. Types of Risks. Some of the activities available at Urban Air (the Activities) include, but are not limited to, general jumping, dodgeball, volleyball, tumbling, foam pit jumping, aerobics, skydiving, ninja warrior course, battle beam, laser tag, soft play, ropes course, climbing wall, roller coaster, jumping, exercising and other miscellaneous activities. There are inherent risks in participating in the Activities. Inherent risks might be divided into two types. The first type of risks is those inherent in any trampoline jumping (for example, landing wrong, over-exertion, unexpected failure of the trampoline surface or attachments). The second type of risks are those related to the type of Activity (for example, when playing dodgeball: being injured by the ball or colliding with other participants; volleyball: being injured by the ball, colliding with another participant, or colliding with the standard supporting the net; tumbling: landing wrong, collisions, or using improper form or technique; and aerobics: over-exertion or muscle strains). Other inherent risks in the Activities

include erratic co-participant behavior, unexpected equipment failure, and error of judgment by staff members.

3. Types of Injuries. Urban Air feels that it is important that the Participants understand the three types of injuries that typically can occur when participating in Activities. First is the common minor injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the serious injury. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injuries; these are rare, but do occasionally occur. The third type of injury is the catastrophic injury. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, Urban Air believes that the Participants should be aware of all possible risks.

4. Assumption of Risks. Participant, on his/her own behalf and as the parent or legal guardian of the Child Participant(s), warrants that Participant has read this Agreement in its entirety, acknowledges that the Activities contain inherent risks which vary with the activity, understands the demands of the Activities relative to Participant's physical condition and skill level, appreciates the types of injuries that may occur as a result of the Activities and their potential impact on Participant's safety, well-being, and lifestyle, and agrees Participant's participation in the Activities is voluntary and that each Participant knowingly assumes all risks inherent with the Activities. **PARTICIPANT ACKNOWLEDGES THAT THE PROTECTED PARTIES (AS DEFINED BELOW) WILL NOT HAVE ANY RESPONSIBILITY FOR ANY INJURY TO PARTICIPANT, OR PAY FOR ANY COST OR EXPENSES INCURRED BY PARTICIPANT IF PARTICIPANT IS INJURED.**

5. Release of Claims. **TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF ANY CHILD PARTICIPANT, AND HIS/HER HEIRS, EXECUTORS AND REPRESENTATIVES) RELEASES AND AGREES NOT TO SUE URBAN AIR, UATP MANAGEMENT, LLC, UATP IP, LLC., CPSP, LLC ("LANDLORD"), LANDLORD'S MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THEIR AFFILIATES OR SUBSIDIARIES, RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ANY OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) DURING OR RELATING TO PARTICIPANT'S PARTICIPATION, WHETHER ACTIVELY OR PASSIVELY, IN ANY TRAMPOLINE RELATED ACTIVITIES, SKYDIVING, NINJA WARRIOR COURSE, BATTLE BEAM, DODGEBALL, SOFT PLAY, ROPES COURSE, CLIMBING WALL, ROLLER COASTER, JUMPING, EXERCISING, USE OF ANY EQUIPMENT OR ATTRACTIONS, INSTRUCTION, TRAINING, CLASSES, OBSERVATION, USE OF THE LOCKER ROOM AREA, USE OF ANY PORTION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE ASSOCIATED SIDEWALKS AND PARKING LOTS, AND ANY COMPETITION, EVENT, OR PROGRAM SPONSORED BY OR AFFILIATED WITH THE PROTECTED PARTIES (COLLECTIVELY, "ACTIVITIES"), (B) OCCURRING IN OR ABOUT THE PREMISES (INCLUDING THE PREMISES) WHERE ANY OF THE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT AND DUE TO THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE PROTECTED PARTIES. THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT.**

6. Indemnity. **ADULT PARTICIPANT, ON BEHALF OF HIMSELF AND HIS 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 ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (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 ANY GUEST OR INVITEE OF THE PROTECTED PARTIES, OR (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

7. Dispute Resolution.

A. Arbitration. 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. The arbitration shall be held in Portland, Maine, and shall be subject to Maine law. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim by either party and 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. If either party files suit in violation of this paragraph (except to toll the statute of limitations), such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph.

B. Waiver Of Jury Trial. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT AND URBAN AIR KNOWINGLY AND VOLUNTARILY, WITH FULL AWARENESS OF THE LEGAL CONSEQUENCES, AGREES TO WAIVE THEIR RIGHT TO a bench TRIAL or JURY TRIAL OF ANY DISPUTE.

8. Acknowledgments by Participant. Participant acknowledges on behalf of him/herself and the Child Participant(s) that Participant would not be granted access to the Premises or the ability to participate in the Activities but for these acknowledgments:

- Child Participant(s) and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the Activities. Participant also agrees to attempt only activities that Participant feels he is capable of performing safely. Further, Participant agrees to stay in areas that will not place Participant in undue danger.
- Neither Adult Participant nor the Child Participant(s) has any health problems that would not allow me to participate in the Activities.
- Urban Air recommends the Participant receive medical clearance from Participant's physician prior to participation in the Activities.
- Urban Air may administer to Participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by Urban Air.
- Urban Air may secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Urban Air and Participant shall assume all costs of emergency medical care and transportation.

- It is Participant's duty to inform Urban Air and cease participation in the Activities if Participant should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains).
- Urban Air may terminate my participation when it determines me to be incapable of safely participating in the Activities.
- Participant agrees to obey all safety rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.

9. Authority. As the parent or legal guardian of the Child Participant(s), the undersigned represents to the Protected Parties that Participant has legal capacity and authority to act for and on behalf of the Child Participant(s), and agrees to **INDEMNIFY AND DEFEND THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS OR LIABILITIES RESULTING FROM OR RELATING TO ANY INSUFFICIENCY OF THE UNDERSIGNED'S LEGAL CAPACITY OR AUTHORITY TO ACT FOR OR ON BEHALF OF THE CHILD PARTICIPANT(S) IN THE EXECUTION OF THIS AGREEMENT.**

10. Misc. Terms. Capitalized terms shall have the meaning set forth herein. This Agreement constitutes the entire agreement between the Protected Parties and the Participant, supersedes any and all previous oral or written promises or agreements, and may only be modified in writing. The Participant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of Texas 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 as a result of Participant's use of the Premises or participation in the Activities shall lie in Tarrant County and only the substantive laws of Texas shall apply. By signing below, Participant authorizes Urban Air to communicate with Participant via email with updates, news, advertisements, and offers. Wherever any words are used herein in the masculine or feminine gender, they shall be construed as though they were also used in another gender in all cases where they would so apply.

11. Acknowledgment & Understanding. Participant represents to the Protected Parties that Participant thoroughly understands this 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 have 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 and that Participant is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. **Participant acknowledges that he/she has read this Agreement in its entirety, fully understands its terms, and understands that Participant is giving up substantial rights herein, including his right to sue. Participant acknowledges that he/she is signing this Agreement freely and voluntarily, and intends by Participant's signature, to completely and unconditionally release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the Activities to the greatest extent permitted by the laws of Maine.**

12. License. For good and valuable consideration the receipt of which is hereby acknowledged, Adult Participant on behalf of him/herself and the Child Participant irrevocably grants Urban Air, UATP Management, LLC and all franchisees, affiliates, and corporate stores of UATP Management, LLC (collectively and severally, Company) and Company's assigns, licensees and successors, the right to use all or a portion of my image (including personal property owned by me) and name 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. **ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE VERSIONS OF IMAGES USED FOR PUBLICATION OR THE WRITTEN COPY THAT MAY USED IN CONNECTION WITH THE IMAGES. ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND THE CHILD PARTICIPANT RELEASE COMPANY AND COMPANY'S ASSIGNS, LICENSEES AND SUCCESSORS FROM ANY CLAIMS THAT MAY ARISE REGARDING THE USE OF MY STATEMENTS OR IMAGES INCLUDING ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY OR COPYRIGHT.** Company is permitted, although not obligated, to include my name as a credit in connection with the image. Company is not obligated to utilize any of the rights granted in this Agreement.

PLEASE APPROVE WAIVER (required)

☐ **I Agree**

By clicking here, you are representing that you have read, agree with, approve, and agree to be bound by the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement.

Please select who will be jumping...

[Adult](#) [Minor\(s\)](#) [Adult and Minor\(s\)](#)

[1 Minor](#) [2 Minors](#) [3 Minors](#) [4 Minors](#) [5 Minors](#) [More Minors](#) [6 Minors](#) [7 Minors](#) [8 Minors](#) [9 Minors](#) [10 Minors](#)
[Continue](#)

First Jumper's Name

First Name*

Last Name*

Phone*

First Jumper's Date of Birth*

First Jumper's Signature*

Parent or Guardian's Email Address

Email*

☒ Check to receive information, news, and discounts by e-mail.

☐ Email me a copy of this document.

Emergency Contact

Emergency Contact's Name*

Emergency Contact's Phone Number*

Zip Code:

I, the Parent/Guardian, on behalf of myself and that of the minor identified above, as applicable, have read the above Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand and agree to its terms. I understand that I am giving up substantial rights, including my right to sue, by executing this Agreement. I further acknowledge that I am agreeing to indemnify UA, as provided above, for all claims the referenced minor may have against UA. Lastly, I acknowledge that I am signing this Agreement freely and voluntarily, and intend my signature to

constitute a complete and unconditional release of GUA for all liability due to (1) ordinary negligence of UA and those parties named herein and (2) to the inherent risks of the activity, to the greatest extent permitted by the laws of the state of Maine

Parent or Guardian's Name

First Name*

Last Name*

Phone*

Parent or Guardian's Date of Birth*

- Month -

- Day -

- Year -

Parent or Guardian's Signature

Electronic Signature Consent*

☐ By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

One or more problems exist. Please scroll up.

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