

CUSTOMER RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement ("Agreement") is dated as of the Effective Date, which is the last date identified below, between Taraschi Adventures, LLC d/b/a Downingtown Urban Air Trampoline Park ("Urban Air") and by the undersigned in its own capacity ("Adult Participant") and if any minor(s) is/are named in the signature block below (collectively "Child Participant", whether one or more) on behalf of and as parent or legal guardian for such Child Participant(s) (collectively, "Participant"), to and for the benefit of the Protected Parties (as defined below). As valid consideration for entry into the Premises and participation in the Activities (as defined below) with Urban Air, including any of those Activities that may occur in, about, or from the premises located at 981 East Lancaster Avenue, Downingtown, PA 19335 ("Premises") or any other premises wherever located, the undersigned agree as follows:

1. **NATURE OF THE ACTIVITIES.** Urban Air is a trampoline park which offers clients the opportunity to participate in a number of trampoline-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 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 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 include, but are not limited to, general jumping, dodgeball, volleyball, tumbling, foam pit jumping, and aerobics. There are inherent risks in participating in the Activities. Inherent risks might be divided into two types. The first type of risks are those inherent in any trampoline jumping (e.g., 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 (e.g., 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 can occur. 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 injury. 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, we feel that the Participants should be aware of all possibilities.

4. **ASSUMPTION OF RISKS.** Participant, for themselves and as the parent and/or legal guardian of the Child Participant(s), warrant that they have read this Agreement in its entirety, acknowledge that the Activities contain inherent risks which vary with the activity, understand the demands of the Activities relative to Participant's physical condition and skill level, appreciate the types of injuries that may occur as a result of the Activities and their potential impact on our safety, well-being, and lifestyle, and assert that participation is voluntary and that all Participants knowingly assume all risks inherent with the Activities.

5. **RELEASE OF CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF HIS OR HER HEIRS, EXECUTORS AND REPRESENTATIVES) HEREBY RELEASES AND AGREES NOT TO SUE URBAN AIR, UATP MANAGEMENT, LLC, UATP FRANCHISING, LLC, UATP IP, LLC., 110 SANDY LAKE, 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 ALL 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, USE OF ANY EQUIPMENT, 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 AND/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 (D) THE RIGHT TO SUE THE PROTECTED PARTIES FOR ANY LOSS SUFFERED BY PARTICIPANT, PARTICIPANT'S HEIRS, EXECUTORS, FAMILY, PARENTS, AND/OR GUARDIANS OR 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 HIS/HER BEHALF, ON BEHALF OF THE CHILD PARTICIPANT(S), IF ANY, AND ON BEHALF OF EACH SUCH PARTICIPANT'S 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 URBAN AIR, OR (D) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR

