

# 2023 NATIONAL FALL CONFERENCE SPECIAL EVENT WAIVER



I understand that participation in the Special Event at Urban Air Adventure Park presents certain risks and hazards, including, but not limited to: muscle strains and sprains, bruises, broken limbs, dehydrations, other serious medical problems, or even death and other ordinary risks associated with strenuous physical activity. I acknowledge I do not have a past or present medical condition that may be affected by participating in this Event and that I have obtained clearance from a physician before participating in this Event. I understand my participation is at my sole risk, and I voluntarily assume full and complete responsibility for any injury or accident, which may occur to me or my property during or in connection with this Event.

In consideration of value received of the right to participate in the Special Event at Urban Air Adventure Park, I, [name of participant], for myself, my heirs and assigns, do hereby waive, release, and forever discharge FCCLA, Inc., Urban Air, and each of their parent companies, subsidiaries, and affiliates, and all of their respective officers, directors, shareholders, agents, employees, successors and assigns, and volunteers assisting with this event (herein after the "Release of Parties") from all manners of action, causes of action, suits, debts, damages, claims, and liability of any type or kind whatsoever, including attorney's fees, arising from or in connection with the above-described activity.

Furthermore, I agree to hold harmless and indemnify the Released Parties from and against all liability, claims, suits, demands, damages, judgments, costs, and expenses (including reasonable attorney's fees) to which any of the Released Parties may be subject by reason of any claim for any injury to or death of any person or persons, or for damage to property or otherwise arising from or in connection with the above-described activity.

## UNDERSTANDING OF RISK

**I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.**

Participant  
PRINTED NAME

Participant  
SIGNATURE

Date Signed

## FOR PARTICIPANTS UNDER THE AGE OF 18:

Parent/Guardian (Circle one)  
PRINTED NAME

SIGNATURE

Date Signed

Print Full Residential Address/City/State

**Email completed forms to [meetings@fcclainc.org](mailto:meetings@fcclainc.org) by November 1, 2023**

## URBAN AIR PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT

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

This Participant 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 Urban Air Tutwiler, LLC ("Urban Air"). Collectively and severally, Adult Participant and Child Participant are referred to herein as the "Participant". In consideration of Urban Air permitting Participant access to the Premises (as defined herein) and the ability to participate in the Activities (as defined herein), including the Activities that may occur in, about, or near these premises located at 3679 Roosevelt Boulevard, Birmingham, Alabama 35235 ("Premises") or any other premises owned or operated by Urban Air wherever located, Participant acknowledges and 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.

2.1 RISKS ASSOCIATED WITH ACTIVITIES. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, equipment malfunction; defective design or manufacture of equipment; improper or negligent installation of equipment; negligent maintenance of equipment; 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. When skydiving, the most common risk of injury is to the shoulders due to the force of the air on them. When participating in cyber or e-sports, the most common risk of injury is a seizure due to epilepsy. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards. If you have any questions, please contact a manager before purchasing admission.

2.2 EXPOSURE TO BACTERIA, FUNGUS, VIRUS AND UNKNOWN CONTAGIOUS DISEASES. 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 safety measures implemented by Urban Air to reduce the above-described inherent risks and serious injuries that may occur from participating in the Activities, Participant 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. **PARTICIPANT AFFIRMS THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY AND PARTICIPANT KNOWINGLY, WITH UNDERSTANDING OF THE RISKS AND POTENTIAL INJURIES, ASSUMES ALL RISKS INHERENT WITH AND ASSOCIATED WITH THE ACTIVITIES AND ACCESS TO THE PREMISES.**

4. ALCOHOL. Participant agrees to exercise ordinary and reasonable care and to not consume alcohol to the extent Participant's judgment is impaired. Participant understands the potential risks associated with the consumption of alcohol and acknowledges Participant does not have and is not aware of any medical condition that would result in any injury to Participant due to Participant's 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.**

5. RELEASE. **TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT, ON BEHALF OF HIMSELF/HERSELF, CHILD PARTICIPANT, AND EACH OF THEIR HEIRS, ASSIGNS, EXECUTORS, AND REPRESENTATIVES, HEREBY RELEASES URBAN AIR, URBAN AIR'S FRANCHISOR, THE LEGAL OWNER OF THE PREMISES, THE LANDLORD, MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY LENDERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS,**

**DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT SUPPLIERS, AND INSURERS OF THE FOREGOING (COLLECTIVELY, "PROTECTED PARTIES"), FROM AND AGAINST ALL CLAIMS (INCLUDING FUTURE CLAIMS), DEMANDS, ACTIONS, SUITS, CAUSES OF ACTION, LIABILITIES, LOSSES, DAMAGES, 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 AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY (COLLECTIVELY, "CLAIMS"), INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR PROPERTY DAMAGE OR INJURY (INCLUDING DEATH) TO PARTICIPANT RESULTING IN ANY WAY FROM OR RELATING IN ANY WAY TO (A) PARTICIPANT'S USE OF THE PREMISES, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, (C) LOSS OR THEFT OF PERSONAL PROPERTY, (D) 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 THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY OF ANY OF THE PROTECTED PARTIES OR PARTICIPANT. IN ADDITION TO, AND WITHOUT LIMITING THE FOREGOING, ADULT PARTICIPANT ON BEHALF OF HIMSELF/HERSELF, CHILD PARTICIPANT, AND EACH OF THEIR HEIRS, ASSIGNS, EXECUTORS, AND REPRESENTATIVES, COVENANTS AND AGREES NOT TO SUE (AT LAW, IN EQUITY, OR OTHERWISE) URBAN AIR OR ANY OF THE OTHER PROTECTED PARTIES ON THE BASIS OF ANY CLAIM RELEASED PURSUANT TO THIS PARAGRAPH.**

**6. INDEMNITY. ADULT PARTICIPANT, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER HEIRS, ASSIGNS, EXECUTORS, AND REPRESENTATIVES, HEREBY AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, LIABILITIES, DAMAGES, JUDGMENTS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) SUFFERED OR INCURRED BY ANY OF THE PROTECTED PARTIES AND RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) (A) PARTICIPANT'S USE OF THE PREMISES, (B) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN THE ACTIVITIES, (C) THE CONSUMPTION OF ALCOHOL AT THE PREMISES BY PARTICIPANT, (D) PARTICIPANT'S BREACH OF THIS AGREEMENT, OR (E) THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF ANY OF THE PROTECTED PARTIES, PARTICIPANT OR ANY GUEST OR INVITEE OF THE PROTECTED PARTIES OR PARTICIPANT, OR ANY OTHER PERSON PARTICIPATING IN THE ACTIVITIES OR ON OR ABOUT THE PREMISES. IN ADDITION TO, AND WITHOUT LIMITING THE FOREGOING, THIS INDEMNITY SHALL ALSO INCLUDE ADULT PARTICIPANT'S OBLIGATION TO INDEMNIFY THE PROTECTED PARTIES FROM (A) 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 (B) 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.**

**7. DISPUTE RESOLUTION.**

A. **ARBITRATION.** Any dispute or claim in any way involving the Child Participant(s), Adult Participant(s), or any one or more of the Protected Parties arising out of or relating to this Agreement or breach thereof, the Premises, the Activities, property damage (real or personal) or personal injury (including disability or death) arising out of, resulting from, or relating to the Premises or the Activities, or the scope, arbitrability, or validity of this arbitration agreement (any of the foregoing, a "**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. Arbitration and the enforcement of any award rendered in the arbitration proceedings shall be subject to and governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

B. **WAIVER OF JURY TRIAL.** **TO THE EXTENT PERMITTED BY LAW, 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), HEREBY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE OR CLAIM AND AGREE TO RESOLVE ANY AND ALL DISPUTES and CLAIMS 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.

8. **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, but not limited to, 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, BUT NOT LIMITED TO, ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.**

9. **AUTHORITY.** If Adult Participant signs this Agreement on behalf of his/her spouse, child, family member, friend, minor child, or other person, Adult Participant warrants and represents to Urban Air that he/she has the legal authority and such person's actual and implied authority to execute this Agreement on their behalf, including, but not limited to, the arbitration clause, release, indemnity agreement, jury waiver and license provided herein.

10. **ACKNOWLEDGMENTS/MISC. TERMS.** This Agreement constitutes the entire agreement between Participant and Urban Air. Participant agrees 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 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 of this Agreement 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.

11. **REPRESENTATIONS BY PARTICIPANT.** Participant represents to the Protected Parties as follows:

- A. Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.
- B. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- C. Participant shall only attempt Activities that Participant can perform safely.
- D. Participant is not aware of any health problems that would prevent him/her from participating in the Activities.
- E. Participant 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.
- F. 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.
- G. 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.**

\_\_\_\_\_  
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