

RELEASE AND INDEMNIFICATION AGREEMENT

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

This Release and Indemnification Agreement (Agreement) is given by the Adult Participant named below, and if any minor(s) is/are named on the Child Participant Addendum attached and incorporated fully herein, the Adult Participant on behalf of and as parent or legal guardian for such Child Participant(s) identified thereon in favor of SEJI Holdings, LLC (Urban Air). Collectively and severally, Adult Participant, Child Participant, their heirs, successors, and assigns are hereinafter referred to as the Participant. In consideration of Urban Air permitting Participant to enter the Premises and participate in the Activities, including the Activities that may occur in, about, or near 2455 W International Speedway Blvd, Daytona Beach, FL 32114 or any other premises owned or operated by Urban Air wherever located (Premises), Participant 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 Premises and Cafe (collectively, Activities).

2. TYPES OF RISKS.

2.1 Participant acknowledges there are inherent risks of: (a) injury (such as cuts, bruises, muscle strain, twisted or sprained ankles, knees, shoulders, or wrists, burns, dirt or other materials in eye, concussions, broken bones, emotional injuries, landing wrong, over-exertion, paralysis, disability); (b) death; (c) personal injury to third persons; and (d) property damage (Inherent Risks) that may occur and be caused, in whole or in part, by Urban Air's negligence including but not limited to: (a) defective design or manufacture of equipment; (b) improper or negligent installation of equipment; (c) negligent maintenance of equipment; (d) failure of the attraction surface or attachments; (e) failure to warn; (f) failure to clean; (g) failure to prevent Participant from being hit by a ball, other object, or other participant; (h) failing to prevent collisions with other participants and other erratic co-participant behavior; (i) failing to prevent collisions with equipment, standards, and supports; (j) failure to instruct Participants upon proper form or technique; (k) failure to prevent slipping, falling, or tripping; (l) negligently causing equipment failure; (m) error of judgment by employees; (n) negligent security; and (o) other unknown and unforeseeable hazards associated with participation in the Activities.

2.2 EXPOSURE TO BACTERIA, FUNGI, VIRUSES AND UNKNOWN CONTAGIOUS DISEASES. By entering the Premises or when engaging in the Activities, there is a risk of exposure to bacteria, fungi, 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. **KNOWING AND UNDERSTANDING THE INHERENT RISKS THAT COULD RESULT FROM URBAN AIR'S NEGLIGENCE, PARTICIPANT KNOWINGLY ASSUMES ALL SUCH INHERENT RISKS WITH PARTICIPATING IN THE ACTIVITIES AND ACCESSING THE PREMISES. PARTICIPANT THEREFORE WAIVES ANY AND ALL RIGHTS PARTICIPANT MAY HAVE OTHERWISE HAD TO RECOVER MONEY DAMAGES RESULTING FROM URBAN AIR'S NEGLIGENCE FROM URBAN AIR AS MORE FULLY SET FORTH IN PARAGRAPH 5, BELOW.**

4. ALCOHOL. Participant assumes the risks associated with alcohol consumption and takes full responsibility for Participant's own actions, safety, and welfare while accessing the Premises and Cafe. Participant agrees not to 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. **UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE ALLOWED TO PARTICIPATE IN ANY ACTIVITIES IF PARTICIPANT HAS CONSUMED ALCOHOL.**

5. RELEASE AND INDEMNITY. **TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF HIMSELF, CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY AND DEFEND URBAN AIR, URBAN AIR'S FRANCHISOR, THE LEGAL OWNER OF THE PREMISES, URBAN AIR'S LANDLORD, MORTGAGEES AND MANAGEMENT COMPANY OF THE PREMISES, AND ANY OF THEIR LENDERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS,**

INDEPENDENT CONTRACTORS, EQUIPMENT SUPPLIERS, EQUIPMENT INSTALLERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, 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) (COLLECTIVELY, CLAIMS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY PROPERTY DAMAGE OR BODILY INJURY (INCLUDING DEATH) TO PARTICIPANT RESULTING IN ANY WAY FROM (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) FROM 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 AND INDEMNITY SHALL APPLY EVEN IF ANY CLAIM IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR WILLFUL MISCONDUCT OF THE PROTECTED PARTIES OR PARTICIPANT. THE 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 THE CHILD PARTICIPANT ADDENDUM FOR OR ON BEHALF OF THE CHILD PARTICIPANT.

A. WAIVER OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ADULT PARTICIPANT ON BEHALF OF HIMSELF AND CHILD PARTICIPANT SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST ANY PROTECTED PARTY AND/OR INDEMNITEE, ON ANY THEORY OF LIABILITY, FOR ACTUAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, ADULT PARTICIPANT AND/OR CHILD PARTICIPANT'S ENTRY ONTO THE PREMISES AND/OR PARTICIPATION IN ACTIVITIES. NO PROTECTED PARTY AND/OR INDEMNITEE REFERRED IN SECTION 5 ABOVE SHALL BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, ADULT PARTICIPANT AND/OR CHILD PARTICIPANT'S ENTRY ONTO THE PREMISES AND/OR PARTICIPATION IN ACTIVITIES.

6. **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. 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.

7. **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 advertising, trade or any commercial purpose throughout the world and in perpetuity and without compensation. **PARTICIPANT WAIVES THE RIGHT TO INSPECT OR APPROVE IMAGES OR VIDEOS USED FOR THE 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 ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.**

8. **ACKNOWLEDGMENTS.** Participant represents to the Protected Parties 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 expressly 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 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 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.

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

- A. Participant shall exercise ordinary and reasonable care.
- B. Participant shall obey all rules while participating in the Activities and alert the staff of any rules violations or dangerous behavior.

- C. Participant possesses a sufficient level of skill and physical fitness for safe participation in the Activities.
- D. Participant shall only attempt Activities that Participant can perform safely.
- E. Participant is not aware of any health problems that would prevent him/her and/or Child Participant from participating in the Activities.
- F. 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.
- G. 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.
- H. Participant shall discontinue participation in the Activities if Participant feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).
- I. Participant consents to Urban Air communicating with Participant via telephone or email and to receiving from Urban Air on my wireless device mobile service commercial messages. Participant acknowledges Participant may be charged by his/her wireless service provider in connection with receipt of such mobile messages. Participant acknowledges that he/she may revoke his/her consent at any time.

10. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, ADULT 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) AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY DISPUTE AND TO RESOLVE ANY AND ALL DISPUTES THROUGH ARBITRATION, OR IF ARBITRATION IS DEEMED WAIVED FOR ANY REASON, BY A JUDGE.

11. 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, and license.

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.

Adult Participant Name (Please Print)

Adult Participant Signature

Date

Emergency Contact Person

Phone:

Participant's Email Address

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 URBAN AIR 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 URBAN AIR 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 URBAN AIR HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

CHILD PARTICIPANT ADDENDUM TO RELEASE AND INDEMNIFICATION AGREEMENT

1. WAIVER. To the maximum extent allowed by Florida law, Adult Participant, on behalf of each Child Participant named below hereby waives and releases, in advance, any claim or cause of action against the Protected Parties, which would accrue to a minor child for personal injury, including death, and property damage resulting from an Inherent Risk in the Activity to the same extent which Adult Participant has waived his own such rights in the Agreement to which this addendum is appended.

2. UNENFORCEABILITY. In the event that the foregoing waiver is unenforceable as to a Child Participant for any reason, Child Participant shall be deemed to have waived and released, in advance, any claim or cause of action against the Protected Parties, which would accrue to a minor child for personal injury, including death, and property damage resulting from those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the Protected Parties act with due care in a reasonably prudent manner, including, without limitation: (a) the failure by Protected Parties to warn the Adult Participant or Child Participant of an inherent risk; and (b) the risk that the Child Participant or another participant (other than the Protected Parties) in the activity may act in a negligent or intentional manner and contribute to the injury or death of the Child Participant.

3. AUTHORITY. Adult Participant warrants and represents to Urban Air that he/she is the legal guardian of the Child Participant named below and has both the legal authority and each Child Participant's actual and implied authority to execute this Agreement on Child Participant's behalf, including, but not limited to, the arbitration clause, release, indemnity agreement, and license.

_____ Child Participant Name (Please Print)	_____ Parent/Legal Guardian Signature	_____ Date
_____ Child Participant Name (Please Print)	_____ Parent/Legal Guardian Signature	_____ Date
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