



**Roseville Area Schools  
Community Education**

**FALCON HEIGHTS ELEMENTARY SCHOOL**

# **FRIENDSHIP CONNECTION FAMILY HANDBOOK**

**Summer 2025 | June 16 – August 15**



**1393 Garden Ave W  
Falcon Heights, MN 55113**



**651-641-0035**

# OUR LEADERSHIP TEAM



**Mariana Morgan**

mariana.morgan@isd623.org  
Site Coordinator



**Jason Roycraft**

jason.roycraft@isd623.org  
Site Coordinator



**Katie MacDonald**

katharyn.macdonald@isd623.org  
Program Specialist



**Gina Terrell**

regina.terrell@isd623.org  
OST Specialist



**Cha Lee**

chapao.lee@isd623.org  
Program Specialist



**Kou Xiong**

kou.xiong@isd623.org  
OST Manager



**Office Phone: 651-641-0035**  
**Site Cell Phone: 651-967-2082**



**1393 Garden Avenue W**  
**Falcon Heights, MN 55113**

## WELCOME!

We would like to welcome you and your child to Roseville Area School's summer Friendship Connection program. The focus of our program is to provide a safe, enriching, and fun summer experience. Your child will participate in a variety of structured and unstructured activities designed to meet their unique physical and emotional needs. We hope this summer will encourage lasting friendships and personal growth in a relaxed and fun atmosphere! We appreciate your ideas and input – that's what makes our program work. Please feel free to discuss any questions or concerns with us.

### HOURS

Friendship Connection is open from 6:30 a.m. – 6:00 p.m. Staff are unavailable for childcare before 6:30 a.m. All children must be picked up by 6:00 p.m. If your child is picked up after 6:00 p.m., late fees will be charged to your account. Repeated late pick ups will result in a termination of child care.

### VISIT US

Come visit us at Falcon Heights Elementary School for our open house!

### CLOSED DATES

Friendship Connection will be closed on June 19, July 4, and August 18 – September 1, 2025.

### MORE INFORMATION

Please reference the full Friendship Connection Family Handbook for more information: [isd623.org/Friendship](https://isd623.org/Friendship)

# SITE INFORMATION

## CONTRACT CHANGES/WITHDRAWALS

If you need to change your schedule or withdraw from the program, a schedule change/withdrawal must be submitted online. Contract changes will be made according to the following deadlines.

- Changes submitted by the 15th of the month will be effective on the 1st, or later, of the next month.
- Changes submitted by the last day of the month will be effective on the 15th, or later, of the next month.
- Verbal or email notification is not sufficient; changes must be submitted online. A \$10.00 fee will be charged to your account for each contract change. There is no charge when you withdraw.

## PAYMENT OPTIONS

You may pay your tuition online by credit card (Visa, Mastercard, Discover, Amex) or by checking/savings account. You may also set up your account to make automatic payments each month by enrolling in AutoPay online in your account. Payments by cash, check, or money order are accepted on site.

## DROP OFF AND PICK UP

- Please enter through the main entrance to drop off. Please pick up your child(ren) this summer at the main door.
- During peak drop-off and pick-up times, there will be a greeter. If you need to drop off or pick up your child and there is not a greeter, call the office.
- Parents must sign in and out on the iPad at the parent table. Please remember to also check your parent folder at this time.
- Please alert anyone picking up your child that they will be asked for photo identification when they come to pick up a child. **Only individuals listed on your child's authorized pick-up list will be allowed to pick them up.** If someone not on the list will be picking up your child, please inform the Site Coordinator.

## FAMILY COMMUNICATION

Friendship Connection will send out weekly email reminders for upcoming field trips, daily specials, and activities. Emails will be sent to the address provided at registration. If you would like another person to receive emails, please talk to the Site Coordinator. Programming updates will also be posted in the parent area at your site.

## AIR CONDITIONING

Friendship Connection cannot guarantee that all rooms will be air conditioned during the summer. We make every effort to utilize air conditioned spaces in buildings where it is available.

## XCEL ENERGY SHUT DOWN DAYS

Roseville Area Schools participates in an energy saving program with Xcel Energy. At times during the summer, we may receive notification that we need to drop energy use at each building. Cutting energy usage means shutting off air conditioning, lights, computers, and other power sources for the rest of the day. We try and make these days extra fun through alternative programming; thank you for understanding that some programming may change at the last minute. If your child has special needs that may be affected by these shut downs, please inform the Site Coordinator.

## WATER BOTTLES

Bring a water bottle every day to stay hydrated in the summer heat. Please label water bottles with names.

## PROPER ATTIRE

Each day at Friendship Connection includes a variety of different types of activities. Please dress your child in comfortable clothes and shoes. Tennis shoes are recommended.

## ITEMS FROM HOME

We ask that your child does not bring any toys or items from home. Friendship Connection is not responsible for any lost or damaged toys brought to programming.

# MEDICATIONS

## **MEDICATION POLICY**

If your child needs to take medication anytime during the summer, a medication authorization form must be completed and signed. Medication must be provided in the pharmacy labeled bottle.

If your child will be taking the medication for longer than 2 weeks, we must have a signed note from the doctor and guardian.

Please be sure to talk to the Site Coordinator regarding any special medical needs or allergies.

View and download a printable version of the medication authorization form at: [isd623.org/Friendship](https://isd623.org/Friendship)

# SUNSCREEN

## **SUNSCREEN POLICY**

By the nature of our program, students spend a great deal of time outdoors. Please review the following sunscreen guidelines.

At the time of registration, all families made a choice regarding sunscreen use; many chose to use Friendship Connection provided sunscreen. If you chose to provide your own sunscreen, please bring it on the first day of summer. We prefer that you provide a bottle that is left on site with staff to avoid not having sunscreen at Friendship Connection. If you did not authorize your child to apply sunscreen while at Friendship Connection, they will not be allowed to use Friendship Connection provided sunscreen or borrow from another student.

It is the responsibility of the parent/guardian to make sure your child understands proper sunscreen application. Friendship Connection staff cannot apply sunscreen for children. We can assist children by reminding them where to apply and making sure it is rubbed in. The responsibilities of Friendship Connection staff versus parents/guardians are outlined below.

### **Parent/Guardian Will:**

- 1) Apply sunscreen prior to arriving at Friendship Connection each day.**
- 2) If applicable, provide a clearly labeled bottle of sunscreen for your child to keep at Friendship Connection.
- 3) Review sunscreen application procedures with your child so they can responsibly apply sunscreen throughout the day.

### **Friendship Connection Will:**

- 1) Ensure children apply sunscreen 30 minutes prior to extended outside time, recess, and choices.**
- 2) Encourage children to wear t-shirts and hats while outdoors.
- 3) Remind students to reapply sunscreen throughout the day.

# DAILY PROGRAMMING

## **SUMMER THEME:**

BLAST THROUGH THE AGES: A TIME-TRAVELING SUMMER ADVENTURE!

## **CHOICE TIME**

During this time, the following activities may be offered. The activities that we provide are staff and student driven.

- **Camps:** A variety of themed opportunities that run throughout the summer. Camps are limited to 15 students. Students may be able to sign up in advance of when the camp starts.
- **Dramatic Play/Art:** Pre-planned art activities with the option to participate in imaginative play with costumes and toys.
- **Arcade:** Activities that involve learning and exploring technology such as playing pre-approved games on the Nintendo Switch, iPad, or Friendship Connection website.
- **Gym/Outside:** Staff-led competitive and cooperative games as well as free time.

## **MOVE AND GROOVE**

During Move and Groove time, students will choose between daily activity options. Choices range from going on walks, to aerobics, to soccer. The goal is to get kids moving while having fun. (Summers Totally Awesome Readers)

## **STEM (Science, Technology, Engineering and Math)**

Students will explore these concepts through a variety of age appropriate games and activities. Science activities may include projects that introduce chemistry, biology, ecology, physics, and astronomy. STEM activities give students opportunities to solve problems, think critically, and work in small groups.

## **TEAM TIME**

Team building, communication, and cooperation are the focus of team time. These skills are practiced and improved through a variety of activities.

## **STAR (Summer's Totally Awesome Readers)**

Each day students spend time participating in intentional reading or language arts activities. Our goal is to make reading enjoyable for everyone; literacy time may include partner reading, reading out loud, word games, and writing.

## **DAILY SPECIALS**

Daily specials are fun activities that add variety and excitement to every day! Check the white board in the parent area for up-to-date times and information about daily specials. Daily special information is also included in monthly programming calendars in this handbook.

## **BREAKFAST AND LUNCH**

Breakfast and lunch is provided during the summer through a partnership with nutrition services. Please see the nutrition services website for the menu. If your child does not want a school lunch, a lunch from home is required.


## **SNACK**

Friendship Connection will provide an afternoon snack for all participants.

# FALCON HEIGHTS ELEMENTARY SCHOOL

# FRIENDSHIP CONNECTION

## JUNE 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
9	10	11	12	13
				 <p>OPEN HOUSE 2:00-4:00PM</p>
16	17	18	19	20
<p><u>PHOTO BOOTH</u> 1:30-3:30PM</p> <p>ALL ABOUT ME</p>	<p>SPOON RACE</p>	<p>SCAVENGER HUNT: FIND THE DINOS</p>	<p>CLOSED</p>	<p>KINDERGARTEN FIELD TRIP: POPLAR HILL DAIRY GOAT FARM 1:00-3:00PM</p> <p>PAPER PLATE DINOSAURS!</p>
23	24	25	26	27
<p><u>BEARDED ARTIST SESSIONS</u> 12:00 - 2:00PM</p> <p>CARDBOARD KNIGHT SHIELDS PT. 1</p>	<p><b>GRADES 3 &amp; 4 FIELD TRIP: VERTICAL ENDEAVORS 12:00-2:45PM</b></p> <p>CARDBOARD KNIGHT SHIELDS PT. 2</p>	<p>CARDBOARD KNIGHT HELMET PT. 1</p>	<p>CARDBOARD KNIGHT HELMET PT. 2</p>	<p><b>GRADES K-2 FIELD TRIP: COMO ZOO 1:00-3:00PM</b></p> <p>CARDBOARD KNIGHT SWORDS</p>
30				
<p>PAPERBAG &amp; CLIPBOARD DRAGONS</p>				

**KEY:**

Daily Specials

In-Houses

**Field Trips**

# FALCON HEIGHTS ELEMENTARY SCHOOL

# FRIENDSHIP CONNECTION

## JULY 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1 <b>GRADES 3 &amp; 4 FIELD TRIP: CASCADE BAY</b> 12:30-2:45PM  SPOON RACES WITH DINO EGGS	2 <b>GRADES K-2 FIELD TRIP: CASCADE BAY</b> 12:30-2:45PM  SCAVENGER HUNT: FIND THE DRAGONS	3 <u>WHEELS DAY</u> <u>10:30AM-11:30AM &amp; 2:30PM-3:30PM</u>  MODEL MAGIC: DRAGONS EGGS	4 <b>CLOSED</b>
7  CARDBOARD: MUMMIES IN THE MORNING	8 <b>GRADES 3 &amp; 4 FIELD TRIP: ST. LOUIS PARK AQUATICS</b> 12:00-4:00PM  TOLIET PAPER ROLL MUMMIE RACE	9 <u>FACE PAINTING</u> <u>4:30-5:30PM</u>  SCAVENGER HUNT: FIND THE MUMMIES	10  MUMMY TAG	11 <b>GRADES K-2 FIELD TRIP: UMN LANDSCAPE ARBORETUM</b> 1:00-3:00PM  BUBBLE DAY
14  NIGHT OF THE NINJAS	15 <u>WATER SLIDE</u> <u>10:30-3:00PM</u>  PAPER BAG NINJAS	16  SCAVENGER HUNT: FIND THE NINJAS	17 <b>GRADES K-2 FIELD TRIP: CAN-CAN WONDERLAND</b> 1:00-3:00PM  PIPE CLEANER NINJAS	18 <b>GRADES 3 &amp; 4 FIELD TRIP: MINNEAPOLIS INSTITUTE OF ART</b> 12:00-2:30PM  HOW TO DRAW A NINJA
21  CARDBOARD: TROPHIES AND MEDALS PT. 1	22 <u>COMMUNITY ACTIVITISTS</u> <u>1:00-2:00PM</u>  CARDBOARD: TROPHIES AND MEDALS PT. 2	23  SCAVENGER HUNT: FIND THE TROPHIES	24 <b>GRADES 3 &amp; 4 FIELD TRIP: CAN-CAN WONDERLAND</b> 1:00-3:00PM  PLAYGROUND TEAM RACES	25 <b>GRADES K-2 FIELD TRIP: URBAN AIR</b> 12:30-2:30PM  CLAY: GOLD MEDALS & OLYMPIC TORCHES
28  CARDBOARD: TIME MACHINE PT. 1	29 <u>BOUNCY HOUSE</u> <u>10:30AM-11:30AM &amp; 2:30PM-3:30PM</u>  CARDBOARD: TIME MACHINE PT. 2	30  SCAVENGER HUNT: FIND THE TIME MACHINE	31 <b>GRADES K-2 FIELD TRIP: CHILDREN'S MUSEUM</b> 1:15-3:30PM  OUTDOOR RACES	

**KEY:**

Daily Specials

In-Houses

**Field Trips**

# FALCON HEIGHTS ELEMENTARY SCHOOL

# FRIENDSHIP CONNECTION

## AUGUST 2025

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				1 <b>GRADES 3 &amp; 4 FIELD TRIP: WILD MOUNTAIN 1:00-3:00PM</b>  BUBBLE DAY
4  BUFFALO BEFORE BREAKFAST	5 <b>GRADES 3 &amp; 4 FIELD TRIP: URBAN AIR 12:30-2:30PM</b>  MODEL MAGIC PT. 1	6 <u>PIZZA LUCE DEMO 10:00-2:30PM</u>  MODEL MAGIC PT. 2	7  SCAVENGER HUNT: FIND THE "4 GIFTS"	8 <b>GRADES K-2 FIELD TRIP: BELL MUSEUM 1:00-3:00PM</b>  BUFFALO CANVAS PAINTING
11  DINGOES AT DINNER TIME	12  DINGOES AT DINNER TIME QUIZ	13 <u>A TOUCH OF MAGIC BUBBLE PARTY 12:00-1:30PM</u>  SCAVENGER HUNT: FIND THE DINGOES	14 <b>GRADES K-2 FIELD TRIP: APPLE VALLEY AQUATICS 1:00-3:00PM</b>  DINGOE PUPPIES AND MASK	15 <b>GRADES 3 &amp; 4 FIELD TRIP: PINZ 12:30-3:30PM</b>  BOARD GAME
18	19	20	21	22
CLOSED				
25	26	27	28	29
CLOSED				

**KEY:**

Daily Specials

In-Houses

**Field Trips**





# OPEN HOUSE

FOR FAMILIES!

*Meet our staff and tour the building!*



**FRIDAY, JUNE 13, 2025  
FROM 2:00-4:00PM**

We warmly welcome you and your family to join us for an Open House at Falcon Heights! This is a great opportunity to meet our friendly summer team, explore the classrooms and learning spaces, and let your child find their classroom and hook locker. We'll be available to answer any questions and help you feel confident and excited for the summer ahead. We look forward to seeing you there!

**YOU'RE INVITED TO...**

# **FAMILY NIGHT!**

Let's have a Mural Party! We are excited to welcome families to our family event. Bring the whole family for an evening of creativity and connection! Help us create a colorful chalk mural masterpiece, enjoy classic yard games, and explore fun activities designed just for the kids. There will be music, snacks, and plenty of fun for everyone. We can't wait to spend this special evening with you!

**Falcon Heights Elementary School  
1393 Garden Ave W, Falcon Heights**

**JULY 11,  
2025**

**6:00 -  
7:00 PM**

## Falcon Heights Swimming Field Trips

Child's Name: \_\_\_\_\_

Summer Site: \_\_\_\_\_

(Must complete one for each child)

All students attending a Friendship Connection swimming field trip must have a designated swim level otherwise they will be designated RED, a shallow water only swimmer. Outlined below are the swimming field trip locations your site will be attending. We require all families to return this permission slip, even if you are choosing not to send your child on the trips. If we do not receive a permission slip for your child they will not be allowed to attend the swimming field trip. Children not participating in the swimming trips will participate in activities on site.

If you want to sign your child up for a trip on a day they do not normally attend, you must sign up for additional care at your site. Signing this permission slip does not sign you up for care. If you did not select a trip but wish to add it at a later date, it will be subject to space availability.

Please identify for each location what swim level you want for your child. Levels may vary by trip. RED, YELLOW or GREEN:

### K-2 Cascade Bay

Cascade Bay consists of a zero depth entry pool, 2 regular slides, a lazy river (3 ft depth) with a raft slide, 2 drop slides, and a deep end.

- \_\_\_ I do not want my child to attend this trip
- \_\_\_ Red: Zero depth entry 0 to waist deep
- \_\_\_ Yellow: Lazy River with raft slide to 3 feet, 2 regular slides into 2-3 feet of water.
- \_\_\_ Green: 2 drop slides and a deep end approximately 4-6 feet deep.

### 3-4 St. Louis Water Park

The St. Louis Water Park consists of 2 regular slides, 2 drop slides, a 25 meter lap pool, a water play area, 2 diving boards, and a zero depth entry pool.

- \_\_\_ I do not want my child to attend this trip
- \_\_\_ Red: Water play average depth 12" - 0 depth entry
- \_\_\_ Yellow: Regular slides going into 3 feet of water
- \_\_\_ Green: 25 meter lap pool 4 to 12 feet deep, diving boards and drop slides into 12 feet of water.

### 3-4 Wild Mountain

Wild Mountain consists of 2 raft slides, zero depth entry pool, lazy river, speed slide, and a regular slide.

- \_\_\_ I do not want my child to go to the water park on this trip
- \_\_\_ Red: Zero depth entry pool 0-2 feet deep
- \_\_\_ Yellow: 2 raft slides, lazy river, regular slide, and speed slide 0-3 feet deep
- \_\_\_ Green: same as yellow

### K-2 Apple Valley Aquatic Center

The Apple Valley Aquatic Center consists of a lazy river, drop slides, body slides, tube slides, sprayground play area, and lap pool and diving board. To ride the body slides students must be 42", Tube slides 48".

- \_\_\_ I do not want my child to attend this trip
- \_\_\_ Red: Sprayground water play average depth 12" - 0 depth entry
- \_\_\_ Yellow: Tube slides and body slides going into 3 feet of water, lazy river
- \_\_\_ Green: Tube slides, body slides, lap pool 4 to 12 feet deep, lazy river, diving board and drop slides into 12 feet of water.

### Parent/Guardian Authorization

1. I hereby certify that I am the parent/guardian with legal responsibility for the child identified on this form.
2. I authorize my child to be transported in an authorized vehicle that is either a school bus or District van.
3. I certify that to my knowledge there is no medical reason why my child cannot safely participate in the field trip(s).
4. In the event that my child needs immediate medical attention while participating in the field trip(s) or traveling to or from the field trip(s), I authorize first aid and transportation of my child to a healthcare facility for emergency services as needed.

### Release of Liability

By signature to this form I request that my child participate in the field trip(s) as indicated. I understand that my child's participation in the field trip(s) is entirely voluntary. I further acknowledge that the field trip(s) involved known and unanticipated risks which could result in injury or death to my child, and I elect to have my child participate in the field trip(s) despite such risks. I also voluntarily assume and accept the possible injury, death, damage or loss that my child may suffer due to negligence or accident while traveling to or from, engaged in, or otherwise participating in the field trip(s).

In consideration for the opportunity to participate in the field trip(s) I, on behalf of myself, my agents, heirs and next of kin, hereby agree to release, indemnify and hold harmless Independent School District No. 623, its employees, agents, officers, representatives, volunteers, participants, School Board members, and all other persons or entities acting on behalf of Independent School District No. 623 from any and all claims, demands, or causes of action which are in any way connected with my child's participation in the field trip(s) arising from negligence or due to accidental occurrences. This Release does not apply to claims arising from intentional conduct.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 2025 Summer Activities Day Pass Agreement Assumption of Risk, Release of Liability, and Indemnification

**PLEASE READ CAREFULLY BEFORE SIGNING**  
***This Agreement Affects Your Legal Rights***

As a condition of being permitted access to WILD MOUNTAIN INC, CASHMERE PROPERTIES LLC, CASHMERE MOUNTAIN COMPANY INC (herein referred to as WILD MOUNTAIN) premises and facilities, including the Waterpark, Waterslides, Lazy River, Dry Rides, Alpine Slide, Go-Karts, and FreeFall XP (the "Activities"), and in consideration for purchasing a day pass and/or lift ticket, and the concomitant privileges to participate in the Activities, the individual(s) named below (referred to as "I" or "me") agree to all of the terms and conditions set forth in this Agreement.

**1) EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES ARE DANGEROUS**

and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with the Activities include, but are not limited to: drowning or near drowning; slips, trips or falls, including on uneven, wet, or slippery surfaces; insect bites and stings; ingestion of waterborne bacteria, viruses, or other contaminants; contact with chemical water treatments; stepping or landing on submerged objects; ejection or falls from slides, rides, or platforms; collisions with other persons; collisions and encounters with natural and man-made objects (including, without limitation, trees, rocks, stumps, holes, forest growth, debris, walls, fences, posts, poles, railings, padded and non-padded barriers, signs, buildings, and paved, wooden, gravel and dirt roads and walkways); collisions with alpine sleds or go-karts; lightning, heavy winds, excessive heat, and other hazardous weather conditions; falling tree limbs; debris on track(s); changes and variation in weather, surface, ground, track, and lighting conditions; errors in loading, riding, or unloading the slides, rides, or lifts; loss of control; excessive speed; rollovers of alpine sleds or go-karts; ejection of the alpine sled from the sled track; missing or landing awkwardly on the FreeFall XP landing pad; and possible equipment failure and/or malfunction, including my own or rented or borrowed equipment. I ACKNOWLEDGE AND ACCEPT that WILD MOUNTAIN has no duty to protect me from the above risks or any other risks inherent to the Activities. I UNDERSTAND AND ACCEPT that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and EXPRESSLY AND VOLUNTARILY ASSUME all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain thereby.

**2) RELEASE OF LIABILITY: I AGREE TO RELEASE WILD MOUNTAIN**, including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (the "Releasees"), **FROM LIABILITY FOR RELEASEES' OWN NEGLIGENCE**. I understand that this means I am waiving my right to sue Releasees for any personal injury, disability, death, or property damage I may sustain in relation to my use of WILD MOUNTAIN'S premises and facilities or my participation in the Activities caused by Releasees' own negligent acts or omissions. I agree that this release applies to and is binding on any minor for whom I sign. I further agree to pay all costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim brought by or on behalf of me or any minor for whom I sign, in violation of this release of liability.

**3) INDEMNIFICATION: I AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS** from liability for claims for personal injury, disability, death, or property damage arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises from or is alleged to arise from Releasees' own negligence. This includes paying all judgments, interests, costs and expenses, including attorneys' fees, incurred by Releasees in connection with any claim arising out of my own negligence or the negligence of any minor for whom I sign, even if such claim also arises or is alleged to arise from Releasees' own negligence.

**4) MISCELLANEOUS PROVISIONS:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and affect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Minnesota, and exclusive jurisdiction thereof will be in the district court residing in and for Chisago County, Minnesota.

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[SIGNATURE PAGE FOLLOWS]



2025 Summer Activities Day Pass Agreement  
Assumption of Risk, Release of Liability, and Indemnification

PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASEES FOR THEIR OWN NEGLIGENCE. I VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

1st Participant Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2nd Participant Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3rd Participant Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4th Participant Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5th Participant Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6th Participant Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR PARTICIPANTS UNDER THE AGE OF 18

PARENT/ AUTHORIZED ADULT ACKNOWLEDGMENT AND SIGNATURE

I AM THE PARENT OF THE MINOR NAMED ABOVE, OR AM AUTHORIZED TO SIGN ON BEHALF OF THE MINOR. I DESIRE FOR THE MINOR NAMED ABOVE TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE THE MINOR NAMED ABOVE PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE BINDING ON ME AND THE MINOR ON WHOSE BEHALF I AM SIGNING, INCLUDING THE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY FOR RELEASEES' OWN

NEGLIGENCE, AND INDEMNITY AGREEMENTS.

Parent/Authorized Adult Name (Print):

Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND RULES AGREEMENT

ADULT

CHILD

Print First Name Middle Initial Last Name

Print First Name Middle Initial Last Name

WARNING, THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING YOU GIVE UP YOUR RIGHT TO RECOVER ANY COMPENSATION, FOR ANY PERSONAL INJURIES, DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF VERTICAL ENDEAVORS, INC., WHICH INCLUDES ALL OF ITS SUBSIDIARIES ("VERTICAL ENDEAVORS"), FACILITIES, ROCK CLIMBING WALLS OR EQUIPMENT ("CLIMBING APPARATUS"), OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES ("INSTRUCTION ACTIVITIES"), INCLUDING TRANSPORTATION PROVIDED BY VERTICAL ENDEAVORS. YOU ARE RELEASING VERTICAL ENDEAVORS' LANDLORD, AND THE DESIGNERS, MANUFACTURERS, AND INSTALLERS OF THE CLIMBING APPARATUS. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

WARNING: CLIMBING IS DANGEROUS!!! I, the undersigned, acknowledge and agree that the use of Climbing Apparatus and Instruction Activities sponsored by Vertical Endeavors have INHERENT RISKS. Those risks include, but are not limited to the following:

1. Injuries or death resulting from the failure or negligent misuse of Vertical Endeavors' Climbing Apparatus.
2. Injuries resulting from slips, trips, falls, and/or the physical demands associated with the use of Vertical Endeavors' Climbing Apparatus.
3. Injuries resulting from the swinging or fall of other persons who may come into contact with me or from any swinging or falls in which I come into contact with other persons.
4. Injuries occurring from the NEGLIGENCE or lack of adequate training of Vertical Endeavors' volunteers or employees assisting with medical or other help either before or after injuries have occurred.
5. Injuries resulting from the failure of Vertical Endeavors Climbing Apparatus, and also including but not limited to, failure of ropes, slings, harnesses, belay devices, handholds, anchor points, landing surface and its curbs, items left in landing surface and any other part of the climbing structure.
6. Injuries resulting from the NEGLIGENCE of Vertical Endeavors' owners, operators, employees, or volunteer assistants, the NEGLIGENCE of other climbers, visitors, or persons present at Vertical Endeavors, the NEGLIGENCE of the designers, manufacturers, or installers of the Climbing Apparatus, and/ or the NEGLIGENCE Vertical Endeavors' landlord.
7. If you engage in bouldering you further agree you will abide by and adhere to Vertical Endeavors' rules and regulations with respect to bouldering and assume any and all risk associated with the failure to abide by those rules and regulations. If you desire to engage in Top Out Bouldering you will not do so until such time as you have to Vertical Endeavors' satisfaction demonstrated the ability to engage in such activities and will not engage in Top Out Bouldering until such time as you have been provided the designated tag by Vertical Endeavors allowing you to engage in this activity.
8. Injuries resulting from Instruction Activities not directly related to climbing but related to other services offered by Vertical Endeavors in its facilities. I am aware of these and NUMEROUS OTHER INHERENT RISKS in using Climbing Apparatus and other activities offered by Vertical Endeavors including Instruction Activities. I FREELY AND VOLUNTARILY ASSUME COMPLETE RESPONSIBILITY for these risks and for the injuries that may occur as a result of these risks EVEN IF injuries occur in a manner not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I am SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

RELEASE, PROMISE NOT TO SUE AND REPRESENTATIONS

In consideration of my observing or using Vertical Endeavors' Climbing Apparatus, and/or in consideration of my participating in Instructional Activities I, on behalf of myself, my heirs, administrators and personal representatives, hereby RELEASE VERTICAL ENDEAVORS AND FOREVER DISCHARGE IT FROM ANY AND ALL LIABILITY, and PROMISE NOT TO SUE Vertical Endeavors, or any of its officers, directors, employees, volunteers, or agents or any other climber, visitor, or person present in or using Vertical Endeavors' Climbing Apparatus for any claims, losses, damages and/or demands arising out of any PERSONAL INJURIES sustained by me, damage to my PROPERTY, or my DEATH based on negligence. This RELEASE extends to and shall be applicable to the designers, manufacturers and/or installers of Vertical Endeavors' Climbing Apparatus and Vertical Endeavors' landlord.

In the event you engage in Top Out Bouldering, you represent you are over the age of 18 and that you have the demonstrated ability to top out on the bouldering apparatus at VE. You further agree not to engage in flips, tricks, jumping, or any other activity that is not safe in connection with bouldering. All parents bringing children to the facility hereby acknowledge and agree they have been advised by VE staff of VE's child supervision rules, I have reviewed the child supervision rules posted by VE within the facility and agree to abide by and follow the child supervision rules.

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable. This Agreement shall be governed by the laws of the State of Minnesota.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

CLIMBING FACILITY RULES

The participant acknowledges that they have access to, and understand, the most current posted or published rules of the facility and agrees to comply with the judgement of the climbing facility staff. Any infractions of the posted, published, and communicated rules will result in loss of climbing privileges for that event. Everyone entering the Facility agrees to follow at all times all written, posted, published, and spoken rules, requirements, policies, procedures, guidelines, instructions, and directions applicable to the Climbing Activities ("Climbing Rules & Warnings"). Everyone must review and be familiar with the most current Climbing Rules & Warnings that are published at [www.verticalendeavors.com](http://www.verticalendeavors.com), posted in the facility, and communicated by or obtained from Vertical Endeavors staff. Vertical Endeavors reserves the right, in their sole discretion, to change, modify, or otherwise alter their Climbing Rules & Warnings at any time. Modifications to published, posted, or communicated Climbing Rules & Warnings will become effective immediately upon the Vertical Endeavors website, posted in the facility, or communicated by Vertical Endeavors Staff.

Initial \_\_\_\_\_ (If participant is under 18, Parent/Legal Guardian must initial.)

This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original and all of which shall together constitute one and the same Agreement. All faxed, emailed, PDF or electronic signatures affirming this Agreement constitute an original signature.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY 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. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THIS AGREEMENT. I AGREE TO ALL TERMS. (ALTERATIONS OR MODIFICATIONS TO THIS DOCUMENT ARE NOT ALLOWED). THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL CANCELED OR MODIFIED BY A WRITING SIGNED BY VERTICAL ENDEAVORS.

If signing for a minor child and this is a divorce situation, a custodial parent is required to sign this Agreement. If a parent has sole decision-making responsibilities, a court order is required. Please contact the Vertical Endeavors business office for how to proceed if you have any additional questions.

Signature  
(If participant is under 18, Parent/Legal Guardian must sign.)  
I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR AND I AM  
SIGNING THIS RELEASE ON BEHALF OF THE MINOR.

Street (Print)

City (Print) State Zip

Date

Phone Number

Participants Birth Date

Age

Email Address

Emergency Contact Name

Phone Number

Email Address

Do you know of, or have you been advised of, any medical conditions that the participant have that would prevent you from safely participating in the activities of rock climbing and or belaying?

YES / NO - If YES, please describe: \_\_\_\_\_

Waiver Type: Daily - Punch Card - Free Pass - Belay Only - Lesson - Spectator - Group Chap - Kids Camp - School - Church - Misc. - B-day - Scouts -  
Other \_\_\_\_\_  
EMPLOYEE INITIAL \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_ ENTERED IN RGP BY \_\_\_\_\_ \*Office use only\*



**WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

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

This Waiver, Release, and Indemnification Agreement (Agreement) is entered into by Adult Participant on behalf of itself and the Other Participants, whether as their parent, legal guardian, representative, or otherwise in favor of Eezy Action LLC (Urban Air). Other Participant shall mean the children or other persons identified below. Collectively and severally, Adult Participant and Other Participant, their representatives, executors, estate, heirs, successors, and assigns are referred to as 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 10 Coon Rapids Blvd., Coon Rapids, MN 55448 or any other premises owned or operated by Urban Air wherever located (Premises), Participant agrees as follows on behalf of itself and all Participants identified below:

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, twist tower, roller coaster, sky rider, go carts, 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 risks aNd iNjuries 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; dizziness; 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, 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 ~~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 other 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.~~

**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 OTHER 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 foregoing risks and the safety measures implemented by Urban Air, 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 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 aNd iNdemNity. **TO THE FULLEST EXTENT PERMITTED BY LAW, ADULT PARTICIPANT ON BEHALF OF ITSELF, OTHER PARTICIPANT, AND THEIR HEIRS, EXECUTORS, ESTATES, AND REPRESENTATIVES RELEASES, COVENANTS NOT TO SUE, AND SHALL INDEMNIFY AND DEFEND URBAN AIR, URBAN AIR'S FRANCHISOR, THE OWNER OF THE PREMISES, THE LANDLORD, MORTGAGEES, 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, 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, COURT COSTS, ARBITRATION FEES, 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, OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT. ALSO, THE INDEMNITY SHALL INCLUDE ADULT PARTICIPANT'S OBLIGATION TO INDEMNIFY THE PROTECTED PARTIES FROM (A) ANY SUM OR SETTLEMENT PAID TO OR ON BEHALF OF THE OTHER PARTICIPANT RESULTING FROM A CLAIM IN ANY WAY INVOLVING THE FOREGOING SUBSECTIONS OR ACTIVITIES 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 OTHER PARTICIPANT.~~

~~**A. WAIVER OF DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ADULT PARTICIPANT ON BEHALF OF ITSELF AND OTHER PARTICIPANT SHALL NOT ASSERT AND HEREBY WAIVES ANY CLAIM AGAINST ANY PROTECTED PARTY, 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 OTHER PARTICIPANT'S ENTRY ONTO THE PREMISES AND/OR PARTICIPATION IN ACTIVITIES.**~~

6. dispute resolutionN.

A. arBtratioN. Any dispute or claim in any way involving the Other Participant(s), Adult Participant(s), or any one or more of the Protected Parties, 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 Federal Rules of Evidence shall apply to the Arbitration. Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. 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, ADULT PARTICIPANT ON BEHALF OF HIM/HERSELF AND OTHER PARTICIPANT(S) 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.~~ 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.

7. liceNse. Participant grants the Protected Parties the right to take photographs and video of Participant and authorizes the Protected Parties to use, copyright, and publish 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 any lawful purpose, including advertising, trade, or any commercial purpose throughout the world and in perpetuity and without compensation. 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 ANY CLAIMS OF DEFAMATION, INVASION OF PRIVACY, OR INFRINGEMENT OF MORAL RIGHTS, RIGHTS OF PUBLICITY, OR COPYRIGHT.

8. authority. If Adult Participant signs this Agreement on behalf of the Other Participants, a 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, and license.

9. ackNowledgeMeNts. 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 on behalf of the Adult Participant and Other Participants, and no representations, promises, or statements made by any of the Protected Parties has influenced Participant in signing this Agreement. Participant agrees 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 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.

10. 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 rule(s) violation(s) 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 safely perform.
- D. Participant is not aware of any physical and/ or mental health conditions and/or 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, use an AED (defibrillator), secure emergency medical care or transportation (i.e., EMS), and if said emergency medical care or transportation is secured, 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, physical manifestations of anxiety, chest pains, and/or abnormal heart palpitations).
- H. 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 that 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.

**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		