

Project Graduation — Frequently Asked Questions

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- 9. What if, even with all that's available, I'm having a miserable time?**
- 10. But I still have more questions, who can I contact?**

PROJECT GRADUATION – FAQs

1. What is Project Graduation?

A post-graduation celebration full of fun, prizes and cash giveaways! An overnight lock-in to ensure every graduating senior makes it home safely the next morning.

2. When is it?

11:00 pm on May 31st to 6:00 am on June 1. Doors will be locked at midnight!

3. Where is it?

Urban Air Adventure Park
6250 Eastex Freeway
Beaumont, Texas

4. What do I need to do before the party?

Fill out the Urban Air Waiver! If you have any interest at all in attending Project Graduation, please fill out the waiver ahead of time. Those graduating seniors who are not yet 18, please have a parent complete the waiver. This will make entry to the event much smoother!

A copy of the waiver can be found at <https://urbanair.tray.com/signwaiver/122>

Please complete the waiver online and check the box to send a copy of your waiver to yourself in an email. Those graduating seniors who are not yet 18, please have a parent complete the waiver. Forward the copy to the project graduation email address at vhsprojgrad@gmail.com.

A copy of the waiver is also attached. You can fill it out and email a copy to the above email address or bring the copy to a project graduation meeting (Mondays at 6:30).

5. How much does it cost?

All graduating seniors are **FREE!** You do not need to have earned any points to attend. Each senior is allowed to bring one guest. The cost for each guest is \$30.00. This can be paid at the door, but guests are encouraged to pay in advance to shorten entry lines.

6. How do I get there?

Meet in front of Vidor High School after graduation, before 10:45 pm (this is subject to change depending on the length of graduation). Buses will be available to drive everyone to Beaumont and back to the high school in the morning. If possible, let us know in advance that you plan to ride the bus to and from the event. This will help everything run smoothly the night of!

Students are also allowed to drive their own vehicles or have parents drop them off/pick them up.

7. What is there to do?

Urban Air offers many things to do, including:

- ProZone trampoline park
- Warrior Obstacle Course
- Sky Rider Coaster
- Ropes Course
- Rock Wall
- Balance Beam sword fighting
- Dodgeball
- Wipeout games
- Slam Dunk Zone

In addition to the traditional Urban Air activities, there will be lots more to do!

- A hypnotist (MUST SEE)
- Video games
- Pinball games
- Washer tournaments
- Craft rooms
- Photo booths
- Casino/board games

8. Will there be food?

Yes! Pizza, drinks and assorted snacks will be available free of charge! In addition, Urban Air has a cafeteria where additional food will be available for purchase.

9. What if, even with all that's available, I'm having a miserable time?

Anyone wanting to leave can do so at any time as long as a parent is available to pick them up or sign them out. Yes, we know most everyone is 18 years old, but this one last night you still need your parent's permission to be on the roads late at night!

Please be aware that ONLY those seniors staying until the end of the party will be eligible for cash and prizes!

10. But I still have more questions, who can I contact?

Call or text Bennie Gatlin at [409-893-0600](tel:409-893-0600)

Angela Lawrence at [409-659-9832](tel:409-659-9832)

Angela Theriot at [409-293-5968](tel:409-293-5968)

Victoria Andis at [409-658-8070](tel:409-658-8070)

Paula Wofford at [409-617-1130](tel:409-617-1130)

Minor Waiver

Completed: _____

Location: Urban Air - Beaumont

Electronic Signature Consent*

I acknowledge and agree that by clicking to initial the boxes contained in this Agreement I am providing an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ('E-Sign') and the Uniform Electronic Transactions Act ('UETA').

RELEASE AND INDEMNIFICATION AGREEMENT

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

This 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 Beaumont Adventure Park Urban Air LLC (Urban Air). Collectively and severally, Adult Participant and Child Participant are referred to as the Participant. In consideration of Urban Air permitting Participant access to the Premises and the ability to participate in the Activities, including the Activities that may occur in, about, or near 6550 Eastex Freeway, Beaumont, TX 77708 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 locker room, Premises, and cafe (collectively, Activities).
2. Types of Risks. Participant acknowledges there are inherent risks in and injuries that may occur from participating in the Activities, including, but not limited to, 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. Due to the nature of the Activities, there are more hazards and risks than the foregoing, and there are also unknown and unforeseeable hazards.
3. Assumption of Risks. Notwithstanding the foregoing risks and 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 HIMSELF, CHILD PARTICIPANT, AND THEIR HEIRS, EXECUTORS, AND REPRESENTATIVES RELEASES, AGREES NOT TO SUE, AND SHALL INDEMNIFY URBAN AIR, UATP MANAGEMENT, LLC, UATP IP, LLC, UA ATTRACTIONS, LLC, THE LEGAL OWNER OF THE PREMISES, THE 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, 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 THE 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 PROTECED PARTIES FROM (Y) 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 (Z) 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.**
6. Dispute Resolution.
 - A. Arbitration. Any dispute or claim arising out of or relating to this Agreement, breach thereof, the Premises, Activities, property

damage (real or personal), personal injury (including death), or the scope, arbitrability, or validity of this arbitration agreement (Dispute) shall be brought by the parties in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity, and settled by binding arbitration before a single arbitrator administered by the American Arbitration Association (AAA) per its Commercial Industry Arbitration Rules in effect at the time the demand for arbitration is filed. 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 9 U.S.C. § 1 et seq.

B. 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. 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 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. **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 PROTECED 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 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.

9. 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.

10. Representations by Participant. Participant represents to the Protected Parties as follows:

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- 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.
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Adult Participants

Name:

Birthdate:

Phone:

Adult Signature: _____

Children Participants

Name:

Birthday:

Adult Waiver

Completed: _____

Location: Urban Air - Beaumont

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Adult Participants

Name:

Birthdate:

Phone:

Signature