

MONTHLY - Big Air Monthly Membership Terms and Conditions

MEMBERSHIP CONDITIONS: We offer two types of Monthly Memberships. Our standard Monthly Membership is \$24.99/month and is valid Monday – Thursday. Our Premium Monthly Membership is \$39.99/month and is valid Sunday – Saturday. All Members receive a 2-Hour Jump pass on any day their membership is valid along with Toddler Time access on any day their Membership is valid. All Members will also receive 20% off on all food & merchandise (excludes Dippin' Dots, ICEE, and other specialty food or drink items), can bring a buddy once per billing cycle (for free), \$5 access to our Cosmic Nights, and will receive \$50 off any of our standard Party Packages booked (excludes Toddler Time Party Package and/or Party Package Promotions). The Buddy Pass is ONLY applicable on days that the Membership is valid. If a membership is only valid Monday-Thursday, then the buddy passes can only be used Monday-Thursday as well. Standard Monthly Membership holders also receive discounted general admissions rates on Friday – Sunday at \$5 for a 1-Hour jump, or \$10 for a 2-Hour jump. Cannot be combined with any other offers, deals, discounts, or promotions, and each 2-Hour Jump is for two consecutive hours of jumping. All Memberships are non-transferable and prices are subject to change without notice. Charges are debited from your account monthly. Contract will remain in effect for a minimum of 3 months. Signer agrees to fulfill all payments for memberships on this contract for a minimum of 3 months before cancellation is allowed.

ELIGIBILITY and CONDITIONS: Each Big Air Trampoline Park Buena Park Member (individually, a "Members") must follow Big Air Trampoline Park Buena Park's procedures to have a photo associated with his/her liability waiver in Big Air Trampoline Park Buena Park's database for identification purposes. A Member must have his/her valid photo identification in hand and a proper photo on file with Big Air Trampoline Park Buena Park's admissions point of sale software (Center Edge Software). Photos on file for active Members must be periodically updated with current photos. At this time, adults must replace their photos every ten (10) years and children (under the age of 18) must replace their photos every three (3) years. Further identification may be required. A Member must have his/her valid liability waiver on file. The name and birthday of the member must be their legal name. Liability waivers are valid one (1) year from completion. **Memberships are not valid for private events, events (including birthday parties, team parties, corporate events, groups) that require a separate admission, programs such as Cosmic Nights and weekend or special Toddler Times, and Memberships are subject to applicable Block-out Dates.** Memberships are nonrefundable, nontransferable and remain the property of Big Air Trampoline Park. Restrictions apply including, but not limited to, capacity constraints and other closures. **Memberships do not guarantee admission, especially during high attendance periods.** Additionally, Memberships may not be used for commercial purposes and are void if altered or misused. A Member assumes the inherent risks associated with the operation of all rides and attractions and should read and obey all safety signage, instructions and rules. Parks, services, entertainment and attractions may change operating hours, close temporarily, or may otherwise change or be discontinued without notice and without liability. Big Air Trampoline Park is not responsible for lost or stolen property. Members must abide by any rules and regulations applicable to the Big Air Trampoline Park or to the use of the Memberships as promulgated by Big Air Trampoline Park from time to time. Memberships are only valid at the location of purchase.

TERMINATION: Big Air Trampoline Park Buena Park reserves the right to cancel, suspend or revoke any Membership or deny Park admission to any Members at any time for any reason. Cancellation, suspension or revocation of Big Air Trampoline Park Buena Park privileges under the Big Air Trampoline Park Buena Park Membership will result in the cancellation, suspension or revocation of both the Big Air Trampoline Park Buena Park's privileges of such Membership due to misuse and/or failure to adhere to park rules. In such case, your Big Air Buena Park Membership will be terminated or suspended after the end of the current paid month. Upon your death, your membership in the Big Air Rewards will terminate immediately. Cancellations must be submitted by using our online form at <http://www.bigairusa.com/buena-park/cancel-membership/>, but no later than 30 days prior to your next billing date. Membership must remain in effect for 3 months. By signing this agreement, you agree to fulfill 3 months payment for all parties listed on this contract.

Initial: _____

MEMBERSHIP TYPES AVAILABILITY: Membership types are limited in quantity, and not all Membership types may be available at any given time. Please check for Membership type availability before attempting to upgrade into a Membership.

UPGRADES: A Guest wishing to upgrade to a Membership from another form of eligible Theme Park admission media **must upgrade on the same day in which the original form of Theme Park admission media is valid.** A Guest who chooses to upgrade to a Membership from another form of eligible Theme Park admission media must choose a Membership of equal or greater value than the original Theme Park admission media retail price, and the difference in prices shall be due on the day of the upgrade. Each guest wishing to upgrade his/her ticket media to a Membership must be present at the time of the upgrade transaction. Upgrades are subject to each individuals' admission media and cannot be combined. Fully used ticket media (unless accompanied by proof of purchase), complimentary ticket media (except for certain promotional tickets) and ticket media stating its ineligibility for an upgrade may not be upgraded to a Membership. Downgrades are not allowed.

BENEFITS/DISCOUNTS: A Member must present his/her valid Membership Card and valid photo identification prior to purchases to receive any applicable benefits and discounts. Benefits and discounts are nontransferable and may not be combined with any other offer or promotion. Such benefits and discounts are for personal use only and may not be used to obtain or purchase items or services with the intent to resell such items or services. **Valid only at Buena Park location.**

ADDRESS CHANGE: Please report a change in your address in writing immediately to Big Air Trampoline Park. Changes can be made at the Membership Processing Center or Point of Sale by updating your information at the park or by phone.

REPLACEMENTS: If a Membership Card is lost or stolen, the Members is asked to report the situation immediately to Big Air Trampoline Park team member, or, by calling the park at 844-550-5867. A non-refundable fee of ten dollars (\$10.00) is required to replace a Membership Card. Minors must be accompanied by a parent or guardian to receive a replacement Membership Card.

PRIVACY: Big Air Trampoline Park's Privacy Policy, which describes Big Air Trampoline Park's information gathering and privacy practices, applies to the Big Air Memberships and is incorporated in the Member Rules by this reference. By enrolling in the Big Air Membership Program, you agree to the terms of Big Air Trampoline Park's Privacy Policy and the use of your personal information as set forth therein. Go to www.bigairusa.com/buena-park to view the Big Air Privacy policy.

PUBLICITY RELEASE: By participating in the Big Air Buena Park Membership Program, you hereby (i) give Big Air Trampoline Park and its designees permission to publish, adapt, distribute, display, prepare derivative works of, and otherwise use your name, biographical information, voice, statements attributable to you, picture, or other likeness for advertising, promotional, and other purposes as determined by Big Air Trampoline Park in any and all media now known or existing at any time in the future throughout the world, without further approval, notification, or compensation, and (ii) release Big Air Trampoline Park and its designees from any and all liability in connection therewith. The foregoing publicity release is void where prohibited or restricted by law.

GENERAL: 1. Big Air Trampoline Park Buena Park reserves the right in its sole discretion to modify or update the Member Rules and/or change, alter, or discontinue the Big Air Buena Park Membership Program (including its credit/Membership Program structure), the lists of Participating Parks, or any reward or special status programs at any time without any liability or notice to members beyond updating these Member Rules. The result of such modification, update, change, alteration or discontinuation may include the decrease in redemption value or cancellation of credit not yet redeemed. 2. All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a member's compliance with the Member Rules will be resolved by Big Air Trampoline Park in its sole discretion. 3. Big Air Trampoline Park Buena Park reserves the right to audit Big Air Buena Park Membership Program members' accounts at any time. In the event Big Air Trampoline Park determines, in its sole discretion, that you have accrued credits through fraud or abuse, Big Air Trampoline Park Buena Park may terminate your membership in the Big Air Buena Park Membership Program as set forth above. 4. The Membership Program, as well as any prize or gift provided to a Big Air Buena Park Membership Program member, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Big Air Membership Program members are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.

5. By participating in the Big Air Buena Park Membership Program, you agree to release Big Air Trampoline Park, its parent, affiliates, divisions, related companies, third-party prize/reward providers and suppliers, and agents, and its and their respective officers, directors, owners, and employees, (each a "Releases") from any and all losses, harm, damages, cost, or expense, including without limitation property damages, personal injury, and/or death, arising from or connected to the Big Air Buena Park

Membership Program, including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of Membership Program, (iii) the suspension, termination, or modification of your membership or account, and (iv) the suspension, modification, or termination of the Big Air Membership Program or any reward or special status programs therein. 6. THE BIG AIR MEMBERSHIP PROGRAM, MEMBERSHIP THEREIN, AND ALL MEMBERSHIP PROGRAM, PRIZES, MERCHANDISE, SWEEPSTAKES AND SWEEPSTAKES ENTRIES, PRODUCTS OR SERVICES PROVIDED THROUGH THE BIG AIR MEMBERSHIP PROGRAM ARE PROVIDED AND MUST BE ACCEPTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. BIG AIR TRAMPOLINE PARK, BIG AIR TRAMPOLINE PARK'S PARTNERS OR ADMINISTRATORS, AND EACH OF THE FOREGOING'S RESPECTIVE AGENTS OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED BY OR THROUGH THE BIG AIR MEMBERSHIP PROGRAM INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. 7. UNDER NO CIRCUMSTANCES SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE BIG AIR MEMBERSHIP PROGRAM OR MEMBERS' PARTICIPATION THEREIN, INCLUDING, WITHOUT LIMITATION, ANY MEMBERSHIP PROGRAM, PRIZES, MERCHANDISE, OR SERVICES MADE AVAILABLE AS PART OF THE BIG AIR MEMBERSHIP PROGRAM. IN ANY EVENT, ANY LIABILITY OF BIG AIR TRAMPOLINE PARK ARISING IN CONNECTION WITH THE PROVISION OF MEMBERSHIP PROGRAM OR PRIZES WILL BE LIMITED TO THE APPROXIMATE RETAIL VALUE OF THE APPLICABLE REWARD OR PRIZE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF THE RELEASEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, RELEASEES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. 8. BY PARTICIPATING IN THE BIG AIR MEMBERSHIP PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO YOUR PARTICIPATION IN THE BIG AIR MEMBERSHIP PROGRAM IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. 9. You agree to defend, indemnify, and hold harmless the Releases' from all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of Member Rules. Furthermore, you agree to reimburse Big Air Trampoline Park for any Membership Program or prizes that were fraudulently obtained by you. 10. The Member Rules are governed by the laws of the State of California without regard to the conflicts of laws rules of any jurisdiction. Any dispute, claim or cause of action arising out of or concerning the interpretation or effect of the Member Rules and/or your participation in the Big Air Buena Park Membership Program except where prohibited, shall be resolved individually, without resort to any form of class action. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts. 11. If any provision of the Member Rules is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render the Member Rules unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. 12. Any waiver by Big Air Trampoline Park of a breach of any provision of the Member Rules shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of the Member Rules. Failure by Big Air Trampoline Park to insist upon strict adherence to any provision of the Member Rules on one or more occasions shall not be considered a waiver or deprive Big Air Trampoline Park of the right to insist upon strict adherence to that provision or any other provision of the Member Rules.

PAYMENT AUTHORIZATION – MONTHLY BIG AIR MEMBERSHIP

Card Holder's Name (First & Last) (INK ONLY)				Card Holder's Signature (INK ONLY)				Date																	
(PRINT)				(SIGN)																					
(BILLING ADDRESS)						(CELL PHONE)																			
(CITY)			(STATE)		(ZIP)		(EMAIL) *																		
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Monthly Membership Type (Please Select One)																									
Regular BA Membership - \$24.99/month						Premium BA Membership - \$39.99/month																			

Under the penalties of perjury, I declare that I have examined and filled out this document, to the best of my knowledge and belief, it is true, correct, and complete. By signing this contract, I understand that this contract is only valid at **Big Air Trampoline Park Buena Park**. I also understand that this is a recurring billing that will be debited from the account listed above monthly. I understand that this contract will remain in effect for a minimum of 3 months before I am allowed to cancel. I also understand that all Members on this authorization will remain in effect until I cancel using the online form, to cancel only those Members I wish to cancel and list on that form. I understand that if one member on this form is canceled, that Big Air will NOT automatically cancel all Members on this form. I agree to notify Big Air Trampoline Park Buena Park of any change in my account information or termination of this authorization at least **30 days prior to the billing date**. If the above noted payment dates fall on a weekend of holiday, I understand that the payments may be executed on the next business day but is not guaranteed. For ACH debits to my checking or savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NFS) I understand that the Big Air Trampoline Park Buena Park may, at its discretion, attempt to process the charge again within 30 days, and agree to an additional \$20 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of the ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of the credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as correspond to the terms indicated in this authorization from. I understand that Big Air Trampoline Park will not charge me a fee for authorizing recurring payments, but that my financial institution may charge me a fee for accepting and processing electronic debit transactions.

BIG AIR EMPLOYEE: _____