

(3) **ATTORNEYS' FEES:** I promise to indemnify FLYING PANDA PSL for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of FLYING PANDA PSL, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering FLYING PANDA PSL and participating in the ACTIVITIES, I hereby grant FLYING PANDA PSL on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with FLYING PANDA PSL and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit FLYING PANDA PSL, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) **VENUE:** In the event a lawsuit is filed against FLYING PANDA PSL, I agree to the sole and exclusive venue of Saint Lucie County, Florida. I further agree that the substantive law of Florida shall apply without regard to any conflict of law rules.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against FLYING PANDA PSL on the basis of any claim from which I have released FLYING PANDA PSL and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless FLYING PANDA PSL and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by FLYING PANDA PSL and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against FLYING PANDA PSL and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.



You MUST be 18 years old or older to sign your own waiver

You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)



Enter Adult Full Name and Date of Birth

(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

**We reserve the right to review your license and/or other forms of ID to verify identity and age.
This waiver is good for one day only.**

FLYING PANDA PSL, LLC, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS)

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE FLYING PANDA PSL FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF FLYING PANDA PSL, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT. Initials:

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by FLYING PANDA PSL, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "FLYING PANDA PSL"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge FLYING PANDA PSL on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider FLYING PANDA PSL'S premises and facilities. It is further warranted that such entry into FLYING PANDA PSL'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which FLYING PANDA PSL provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue FLYING PANDA PSL, including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment in FLYING PANDA PSL'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by FLYING PANDA PSL or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of FLYING PANDA PSL and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of FLYING PANDA PSL or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of FLYING PANDA PSL and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless FLYING PANDA PSL and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by FLYING PANDA PSL and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against FLYING PANDA PSL and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments FLYING PANDA PSL and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of FLYING PANDA PSL or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless FLYING PANDA PSL for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to FLYING PANDA PSL or its facility and/or to any and all other persons and entities acting in any capacity on behalf of FLYING PANDA PSL.

Revo Entertainment Center (Revo Soccer Doral LLC) Waiver

ACCIDENT WAIVER AND RELEASE OF LIABILITY

This form must be read carefully, filled out completely and signed by the participant (no faxed or photocopied signatures).

Member Information

Name _____

Sex (M / F) _____ Age _____ DOB _____

Parent's Name _____ Street Address _____

City _____ State _____ Zip _____

E-Mail _____ Phone (____) _____

Emergency Contact Name: _____

Emergency Contact Phone: (____) _____

This is a binding legal Agreement. This Agreement is perpetual as long as you are a current participant of Revo Entertainment center/Revo Soccer Doral, LLC. , All Star indoor Soccer Inc., and W.S. Holdings Co. Inc. (herein after "Company"). You have the understanding that Lazerball Soft, Lazerball and Glow Soccer are physical activity and injuries might result. As a participant, I acknowledge and agree to the following terms.

Waive & Release/ Indemnify & Hold Harmless

I acknowledge that this activity, is a test of a person's physical abilities and carries with it the potential for serious injury and even death. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, structures along/surrounding the workout area and fields, actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, and lack of hydration. In consideration of my Waiver and Release of Liability form and permitting me to participate, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- a) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including attorney's fees, and litigation costs. THE FOLLOWING ENTITIES OR PERSONS: The Company, W.S. Holdings Co. Inc. their directors, officers, employees, volunteers, representatives and agents, the event holders, event directors, event coordinators, event sponsors, event staff, event volunteers, property owners;
- b) Indemnify and Hold Harmless the entities or persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation, whether caused by the negligence of releases or otherwise.

Assumption of Risks

I further understand that Glow Soccer, Lazerball and Bazooka Ball involves physical activities, that serious accidents occasionally occur during such athletic activities, and that participants in such athletic activities occasionally sustain serious personal injuries (including death) and/or property damage, as a consequence thereof. Knowing the risks associated with or related to these activities, nevertheless, I hereby agree that I assume those risks and hold harmless. I am aware of the risks and hazards includes, but is not limited to:

- a) Injuries from executing strenuous and demanding physical exercises during these activities;
- b) Injuries from grass, turf and other surfaces including bacterial infections and rashes;
- c) Injuries resulting from falls to the ground due to uneven or irregular terrain or surfaces;
- d) Injuries from collisions with walls, light posts, structures along/surrounding the training areas, fields, and soccer and training equipment;
- e) Injuries resulting from failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- f) Spinal cord injuries which may render me permanently paralyzed;
- g) Injuries from extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
- h) Injuries from contact, colliding or being struck by other participants, spectators, equipment or vehicles;
- i) Injuries resulting from vigorous physical exertion and strenuous cardiovascular workouts;

- j) Injuries from exerting and stretching various muscle groups; and

Furthermore, I am aware:

- k) That injuries sustained in these activities can be severe;
- l) That I may come into close contact with other participants, including the possibility of accidental and unexpected contact;
- m) That I may come into close contact with other structures along/surrounding the Workout areas, fields that may cause injuries;
- n) That I may experience anxiety while challenging myself during the activities;
- o) That my risk of injury is reduced if I follow all rules adopted by the Company; and
- p) That my risk of injury increases as I become fatigued.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the participation. I hereby assert that my participation is voluntary and that I knowingly assume all such risks and further agree to:

- a) To assume all risks arising out of, associated with or related to my participation;
- b) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
- c) I further agree to abide by all the rules and regulations as set forth by the Company and I agree to wear at all times proper gear used in protecting my safety from all possible injuries.
- d) To release the Company from liability for any and all claims, demands, actions and costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the Company.

W.S. Holdings co. Inc.: I hereby agree to waive, release and discharge W.S. Holdings Co. Inc. from any and all liability for any and all claims, demands, actions and costs, my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including attorney's fees, and litigation costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the Company or W.S. Holdings Co. Inc. I further agree to not bring any action or claim against W.S. Holdings Co. Inc.

Medical Treatment: I certify that I am physically fit, have trained sufficiently for participating and have not been advised otherwise by a qualified medical person. In the event of an injury, accident and/or illness during participation I hereby consent to receive medical treatment which may be deemed advisable.

Photograph/Publication/Video/ Release: I understand that participating in these sporting events, I may be photographed, videotaped, or have my likeness reproduced. I agree to allow my likeness to be used for any legitimate purpose by the Company, event holders, producers, organizers and/or assigns.

Severability: I further expressly agree that the foregoing Accident Waiver and Release of Liability form is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

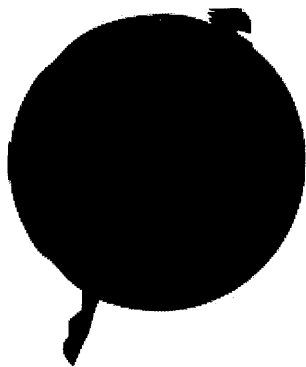
Acknowledgement

I, _____ ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, THAT I HAVE EXECUTED THIS AGREEMENT VOLUNTARILY, AND THAT THIS AGREEMENT IS TO BE BINDING UPON MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES.

I, _____ (PARENT/GUARDIAN), AM THE PARENT OR LEGAL GUARDIAN OF _____ (MINOR CHILD), ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, THAT I HAVE EXECUTED THIS AGREEMENT VOLUNTARILY, AND THAT THIS AGREEMENT IS TO BE BINDING UPON MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES.

Signature: _____ **Date:** _____

Parent/Guardian Signature _____ **Date** _____



NINJALOUNGE

FITNESS AND FUN FOR ALL AGES

(<http://ninjalounge.com>)

Participant Waiver

Participant Full Name

Date of Birth

Gender Male Female

Address

City/State/ Zip Code

Country

Phone

Email

I acknowledge that I will be required to present valid photo identification prior to entering the attraction areas. If no valid photo ID is presented, you are still held accountable for all risks and liability based on this waiver. Initial

Health & Safety

Do you know of, or have you been advised of, any medical conditions that the participants have that would prevent you from safely participating in the activities of Ninja Lounge.

Yes

No

If yes, please describe:

Name & contact information of participant's primary Physician or Emergency Health Care Provider.

Full Name

Phone

Emergency Contact

Full Name

Gender

Relationship

Phone

Email

Sport 46 week 6 7-10-18

RELEASE OF LIABILITY READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

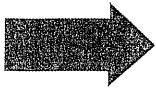
In exchange for participation in the activity organized by Ninja Lounge, of 14401 NE 20th Lane, North Miami, Florida, 33181 and/or use of the property, facilities and services of Ninja Lounge, I agree for myself and (if applicable) for the members of my party. By signing this document, you give up your right to recover compensation through the courts or otherwise for any personal injuries or damage to your property, or for your death, arising out of use of the facilities. 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 provisions, and to this end the provisions of this agreement are to be severable. This agreement shall be governed by the laws of the state of Florida.

- 1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Ninja Lounge, or the employees, representatives or agents of Ninja Lounge.
- 2. Assumption Of the Risks and Release.** I recognize that the use of Ninja Lounge facilities and equipment is dangerous! I understand and acknowledge that use of Ninja Lounge Facility, Equipment, Classes, or participating in activities sponsored by Ninja Lounge has inherent risks associated with the participating in such activities and I assume full responsibility for personal injury to myself and further release and discharge Ninja Lounge for injury, loss or damage arising out of me or my ward(s) use of or presence upon the facilities of Ninja Lounge, whether caused by the fault of myself, Ninja Lounge or other third parties.
- 3. Indemnification.** I agree to indemnify and defend Ninja Lounge against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my use of or presence upon the facilities of Ninja Lounge.
- 4. Fees.** I agree to pay for all damages to the facilities of Ninja Lounge caused by any negligent, reckless, or willful actions by me or my ward(s).
- 5. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.
- 6. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
- 7. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
- 8. Photo Release Waiver.** By entering Ninja Lounge and participating in the ACTIVITIES, I hereby grant Ninja Lounge on behalf of myself, the irrevocable right and permission to photograph and/or record me in connection with Ninja Lounge and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and in any media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.
- 9. I am 18yrs or older.** If you are underage you may NOT complete this form. You must have a parent/guardian sign a waiver on your behalf. Call your parent/guardian to fill out the waiver Online at (<http://ninjalounge.com/ninjawaiver>).

- 10. **Service Animals.** According to statute 413.08 service animals are allowed in the arena, however the animal must be on a leash and/or in a carrying case. As for any action against Ninja Lounge, resulting in injury, trauma, or lawsuit. By signing this waiver agreement I take full responsibility for my animal's actions and Ninja Lounge will not be liable.
- 11. **Limitations of Exercise, If Any.** : It is further expressly agreed that all strength training, cardiovascular exercise, or any other exercise shall be undertaken by me at my sole risk and that Ninja Lounge and/ or any affiliate including but not limited to Time Out Karate, LLC (members, participants, guest, and instructors) agents or employees shall not be liable to me for claims, demands, injuries, damages, actions or causes of action, whatsoever, to my person or property arising out of or connected with the use by me of the classes provided and of the premises where the same is located.

By signing this agreement, client acknowledges that client has read, understood and agrees with all the terms and conditions of this Agreement. October 4, 20

Your legal name





iFLY Release of Liability and Indemnity Agreement

PLEASE READ, INITIAL, AND SIGN THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

In consideration for and in connection with being permitted to participate in iFLY and any and all related activities conducted by iFLY Indoor Skydiving (collectively "iFLY Activities"), I, _____, hereby execute this Release of Liability and Indemnity Agreement (the "Agreement") on behalf of myself and any children, relatives or dependents identified herein (collectively, "Participants"), and hereby agree as follows:

<p>I and Participants understand and expressly agree that they may voluntarily participate in iFLY Activities and that iFLY is not an amusement-style ride but rather an athletic activity and an interactive experience which simulates freefall skydiving. I and Participants understand and agree that I and they must possess athletic ability, skill, good judgment and experience in order to properly participate in iFLY Activities. I and Participants understand and agree that they will be exposed to inherent and other risks associated with participation in simulated freefall skydiving, including, but not limited to, vertical winds of up to 165 miles per hour, changing or extreme conditions, strenuous bodily movement and physical exertions, improper use or possible malfunction of equipment, contact or collisions with other participants, and the wind tunnel and related machinery or parts thereof. Participants understand and agree that iFLY Activities are INHERENTLY DANGEROUS ACTIVITIES and that among the risks participants will be exposed to are the risks of BODILY INJURY AND DEATH. Despite the risks involved with iFLY Activities, including, but not limited to, use of equipment, facilities or premises, I and PARTICIPANTS VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH that might be associated with participation in iFLY Activities.</p>	<p>Initial: _____</p>
<p>I and Participants understand and assume all the RISKS OF INJURY AND DEATH RELATED TO PARTICIPATION IN iFLY ACTIVITIES. I and Participants expressly agree that in exchange for being permitted to participate in iFLY Activities, I and Participants release iFLY, its and their affiliates, representatives, owners, investors, members, managers, officers, directors, employees, instructors, outside trainers, independent coaches, agents, landowners, landlords, subsidiaries, franchisees, contractors, affiliated companies or entities, successors, heirs and assigns (collectively referred to in this Agreement, "iFLY") as well as the owners, sellers, manufacturers and installers of equipment comprising iFLY, for any bodily injury or death and for any damage, loss or theft of any personal property which I and Participants may incur while on iFLY's premises.</p>	<p>Initial: _____</p>
<p>I confirm that I or any Participants do not have a history of neck, back or heart problems, <u>OR</u>, if I or any Participants do have a history of neck, back or heart problems, that a doctor has advised that I or any Participants can participate in these activities and that I have brought these problems to the attention of a member of the iFLY staff.</p> <p><i>Safety Notice: Based on your or Participant's medical history, we may decline to fly you or Participant for safety reasons. In that case, you or Participant will of course be refunded any money you or Participant have paid.</i></p> <p>I understand and accept this policy, for myself and/or any Participant:</p>	<p>Initial: _____</p>
<p>I confirm that I or any Participants' weight does not exceed 300 lbs.</p> <p><i>Safety Notice: iFLY's weight limit is 300 lbs. If you or any Participant's weight exceeds 260 lbs. but does not exceed 300 lbs., you will need to bring this to the attention of an iFLY representative. Additional restrictions and instructors scheduling limitations may apply for Participants weighing more than 260 lbs. Please keep in mind that we may decline to fly you for safety reasons. In that case, you will of course be refunded any money you have paid.</i></p> <p>I understand and accept this policy, for myself and/or any Participant:</p>	<p>Initial: _____</p>
<p>I confirm that I or any Participants have never had a shoulder dislocation, <u>OR</u>, if I or any Participants have had a shoulder dislocation, that I have brought this to the attention of a member of the iFLY staff.</p> <p><i>Safety Notice: If you have previously had a shoulder dislocation, we recommend that you do not fly. Please bring any prior shoulder dislocation issues to the attention of a member of the iFLY staff. Please keep in mind that we may decline to fly you for safety reasons. In that case, you will of course be refunded any money you have paid.</i></p> <p>I understand and accept this policy, for myself and/or any Participant:</p>	<p>Initial: _____</p>
<p>I confirm that I am not currently pregnant, and that any Participant (if applicable) is not currently pregnant.</p> <p>Safety Notice: IF YOU or any Participant ARE PREGNANT, YOU MAY NOT PARTICIPATE IN THIS ACTIVITY. In that case, you and/or any Participant will of course be refunded any money you have paid.</p>	<p>Initial: _____</p>
<p>I and Participants understand that participation in iFLY Activities is voluntary, and that it is a revocable privilege. I and Participants understand the importance of answering the preceding questions accurately. I and Participants understand that iFLY Activities simulate freefall skydiving and that I and Participants will be exposed to vertical winds up to 165 miles per hour. I and Participants further understand that participation in iFLY Activities is strenuous and requires considerable exertion and physical stress. I hereby represent and certify that I and any Participant for whom I am executing this Agreement do not suffer from any physical or psychological conditions that would prevent myself or Participants from participating in iFLY Activities.</p>	<p>Initial: _____</p>



<p>In consideration for being permitted to participate in iFLY Activities, I and Participants AGREE to the fullest extent allowed by the law, TO RELEASE FROM LIABILITY AND TO NEVER SUE iFLY, its affiliates, representatives, owners, investors, members, managers, officers, directors, employees, instructors, outside trainers, independent coaches, agents, landowners, landlords, subsidiaries, franchisees, contractors, affiliated companies or entities, successors, heirs and assigns (collectively referred to in this Agreement, "iFLY") as well as the owners, sellers, manufacturers and installers of equipment comprising iFLY, and therefore release and HOLD iFLY HARMLESS for any damage, injury or death to me or Participants arising from my or Participants' participation in iFLY Activities, regardless of cause, including the alleged NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY of iFLY.</p>	
<p>I acknowledge that iFLY has provided me (or my child) with all equipment needed for my flight. I further understand that if I am an experienced tunnel flyer, military member or skydiver, I may be permitted to use outside equipment. If I am or plan in the future to use my own equipment, I acknowledge that I have been given the following information, warnings and rules by iFLY related to outside equipment:</p> <p>Parachutes: PARACHUTES AND PILOT CHUTES ARE NOT PERMITTED INSIDE THE FLIGHT CHAMBER AT ANY TIME.</p> <p>Mock Parachute Containers or "Dummy Rigs": iFLY recommends that you do not use a mock parachute container, and reserves the right to prohibit you from entering the flight chamber with a mock parachute container. However, you may be permitted to enter the tunnel with a mock parachute container, subject to your instructor's discretion and your acknowledgement of the increased risk of flying with foreign objects.</p> <p>Metal on Helmet: You may not enter into the wind tunnel with exposed metal components. If your helmet has exposed metal, please notify an iFLY staff member who will provide you with substitute equipment. IF YOU ENTER INTO THE WIND TUNNEL WITH EXPOSED METAL DESPITE THIS WARNING, iFLY MAY HOLD YOU FINANCIALLY RESPONSIBLE FOR ANY DAMAGE TO THE WIND TUNNEL EQUIPMENT.</p> <p>Plastic Helmet Mounts: iFLY recommends that any plastic camera mounts be removed from your helmet before entering the flight chamber, and reserves the right to prohibit you from entering into the flight chamber with any plastic helmet mount. However, you may be permitted to enter into the tunnel with plastic mounts, subject to your instructor's discretion and your acknowledgement of the increased risk of flying with foreign objects.</p> <p>Acknowledgement of Increased Risk: If you choose to enter into the flight chamber with any foreign object, including but not limited to helmet mounts or mock parachute containers, you HEREBY ACKNOWLEDGE THAT FLYING WITH ANY HELMET ATTACHMENT, MOCK PARACHUTE CONTAINER OR OTHER FOREIGN OBJECT SUBSTANTIALLY INCREASES YOUR RISK OF INJURY, DEATH OR DISABILITY, AND YOU KNOWINGLY CHOOSE TO DO SO DESPITE THESE INCREASED RISKS.</p>	<p>Initial: _____</p>
<p>I understand that this RELEASE OF LIABILITY will prevent me and Participants from filing suit or making any claim for damages in the event of any loss, injury or death arising from participation in iFLY Activities. I and Participants understand this is a release of liability that will apply whenever I or Participants engage and/or participate in iFLY Activities. If I or Participants or any legal representative files a claim for lawsuit arising out of my or Participants' participation in iFLY, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS iFLY for any damages, attorney's fees or costs arising out of such claim or a lawsuit. With a full understanding of this Agreement, I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me and Participants, and our heirs, assigns and legal representatives.</p> <p>In the event of a medical emergency, I authorize iFLY to provide emergency first aid treatment and/or to refer treatment to a duly licensed physician, dentist or other medical care professional. This care may be given under whatever conditions are necessary to preserve the life, limb, or well-being of myself or Participants for whom I am executing this Agreement.</p> <p>I UNDERSTAND THAT I VOLUNTARILY GIVE UP MY RIGHT TO SUE THE ABOVE MENTIONED PARTIES FOR ANY REASON WHATSOEVER.</p>	<p>Initial: _____</p>
<p>iFLY routinely takes photographs and videos for commercial purposes and patrons may be readily identifiable in these images. I further grant exclusive permission to iFLY to use my or Participants' names, faces, likenesses, voices or appearances in photographs or videos in connection with exhibitions, publicity, advertising, promotional materials or other commercial purposes without compensation and without restriction as to frequency and duration. I further agree that iFLY may temporarily provide online access to photographs, videos, and live streams of my and Participants' experience.</p>	<p>Initial: _____</p>



By executing this Agreement, I declare under penalty of perjury that I am doing so only for myself and/or Participants for whom I am authorized. If I execute this Release of Liability and Indemnity Agreement on behalf of another person, I understand and agree that I am acting as the agent for that person and my signature expressly confirms that I have permission to sign on the other person's behalf, and this Agreement shall be binding upon that person if the other person brings a claim or lawsuit against iFLY. I agree to defend, indemnify and hold harmless iFLY as fully set forth above. If I sign without the express permission of any other person, I understand and agree that I am committing fraud against iFLY.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND INDEMNITY AGREEMENT IN ITS ENTIRETY, AND HAVE BEEN PROVIDED THE OPPORTUNITY TO ASK QUESTIONS AND CONSIDER THE EFFECTS OF THIS AGREEMENT. IN CONSIDERATION FOR AND IN EXCHANGE FOR EXECUTING THIS AGREEMENT, iFLY IS PERMITTING ME AND PARTICIPANTS TO VOLUNTARILY PARTICIPATE IN iFLY ACTIVITIES. I ACKNOWLEDGE AND FULLY UNDERSTAND THAT THIS AGREEMENT IS BINDING UPON ME AND ALL PARTICIPANTS, ASSIGNS AND LEGAL REPRESENTATIVES. I ACKNOWLEDGE THAT THIS AGREEMENT IS SEVERABLE AND THAT IF ANY CLAUSE IS FOUND TO BE INVALID, THE OFFENDING CLAUSE WILL BE STRICKEN AND THE BALANCE OF THE AGREEMENT WILL REMAIN IN EFFECT AND WILL BE ENFORCEABLE.

I agree that any action arising from or related to this Agreement will be subject to and interpreted under the laws of the State of California.

I understand that this Release of Liability and Indemnity Agreement is VALID FOREVER, and shall have full force and effect whenever I or Participants participate in iFLY Activities.

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

Signature of Participant:

Printed Name: _____
Address: _____
City, State: _____
Email: _____
Date of Birth: _____
Phone: _____

If Participant is Under Eighteen (18) Years Old

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of any children, relatives, or dependents identified herein, to the terms as stated above.

Name(s) of Children, Relatives or Dependents: _____
Date(s) of Birth: _____
Name of Parent/Legal Guardian: _____
Relationship: _____
Signature of Parent or Legal Guardian: _____