



## 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 <b>INHERENTLY DANGEROUS ACTIVITIES</b> and that among the risks participants will be exposed to are the risks of <b>BODILY INJURY AND DEATH</b>. 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><b>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.</b></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><b>Parachutes:</b> PARACHUTES AND PILOT CHUTES ARE NOT PERMITTED INSIDE THE FLIGHT CHAMBER AT ANY TIME.</p> <p><b>Mock Parachute Containers or "Dummy Rigs":</b> 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><b>Metal on Helmet:</b> 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><b>Plastic Helmet Mounts:</b> 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><b>Acknowledgement of Increased Risk:</b> 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:** \_\_\_\_\_