

**Note:** The Waiver of Liability copied below is an online form which must be completed by our participants either online prior to their flight or through an electronic system at the tunnel prior to their flight. The form generates questions and solicits signature and initials, based in part on a user's responses, as summarized below in **RED**.

Minors must either be accompanied by their parent or legal guardian, or the parent or legal guardian must sign the waiver on behalf of the minor online before such minor may participate. The form below is based on an adult filling out the form – but similar questions/responses populate if the person adds a minor to the form. Participants must also present a photo ID to verify their identity after signing the waiver and before flying.

## **iFLY Release and Waiver of Liability**

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

In consideration for being permitted to participate in iFLY and related activities (collectively, "activities") conducted by **[Name of Tunnel]**, I **[Name of Participant]** DOB: **[Date]** hereby agree as follows:

I agree that I am and/or my child is voluntarily participating in the activities offered by iFLY including but not limited to, the use of the equipment, facilities, and premises. I am assuming, on behalf of myself and/or my child, all risk of personal injury, death or disability to me and/or my child that might result from that participation, or any damage, loss or theft of any personal property which I or my child may incur while on the premises. I understand that iFLY is not a ride but rather an interactive experience which simulates freefall skydiving by exposing me and/or my child to vertical winds of up to 165 miles per hour and that it is an inherently dangerous activity involving strenuous physical exertion and that among the risk I and/or my child will be exposed are the risks of bodily injury and death.

I understand and assume the above risk of injury, disability or death related to this activity.

**[Participant must initial]**

Do you have a history of neck, back or heart problems?

**If Yes....**

Has a doctor advised you that it is safe to participate in these specific activities?

**If No...user cannot complete form or participate in iFLY.**

**If Yes.....**

Even if your doctor has advised that you can participate in these activities, if you have a history of neck, back or heart problems, you must bring this to the attention of your flight instructor before your flight. 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. Do you understand and accept this policy?

**If No...user cannot complete form or participate in iFLY.**

**If Yes.....**

Does your weight exceed 250 lbs?

If Yes...

If your weight exceeds 250 lbs, you must bring this to the attention of your flight instructor.

On a case by case basis, we do fly people in excess of 250 lbs. You will need to discuss this matter with your instructor before your flight and he or she will make the final decision. 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. Do you understand and accept this policy?

If No...user cannot complete form or participate in iFLY.

If Yes.....

Have you ever had a shoulder dislocation?

If Yes...

If you have had a prior shoulder injury of any kind, we recommend that you do not fly. Prior dislocations greatly increase your risk of severe shoulder injury. If you have had a prior shoulder injury, you must bring this to the attention of your flight instructor who will discuss your options with you. 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.

Do you understand and accept this policy?

If No...user cannot complete form or participate in iFLY.

If Yes.....

If you are currently pregnant, you may not participate in the activity. In that case, you will of course be refunded any money you have paid.

Are you currently pregnant?

If Yes...user cannot complete form or participate in iFLY.

If No.....

### **CONFIRMATION STATEMENTS:**

[Summary of statements confirmed above is inserted into form, for example:]

- I have a history of neck, back or heart problems, but my doctor has advised me that it is safe to participate in this specific activity. I will inform my instructor of this before my flight.
- My weight exceeds 250 lbs, and I understand that this increases my risk of injury. Before my flight, I will inform my instructor of this and discuss the weight limit and safety implications.
- I have had a shoulder dislocation in the past, and I understand that this increases my risk of injury. Before my flight I will inform my instructor of my condition and discuss options.
- I am not currently pregnant.

I understand that the iFLY simulates freefall skydiving and participants will be exposed to winds up to 165 miles per hour. I further understand that participating in iFLY is a strenuous activity that requires considerable exertion and physical stress. I hereby represent and certify that I and/or my child is fit to undertake this activity and that I do not or my child does not suffer from any physical or psychological conditions that would prevent me and/or my child from participating in this activity.

I agree on behalf of myself and/or my child and my/their personal representatives, successors, heirs, and assigns to hold iFLY, its owners, affiliates, officers, directors, agents, instructors, employees, and members, as well the property owner and tenants of the property and the owners, sellers, manufacturers and installers of the equipment comprising iFLY (collectively, the "Releases") harmless

from any and all claims or causes of action arising out of my and/or my child's participation in the iFLY experience.

**[Participant must initial]**

I expressly release and discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to me and/or my child/ward, while participating in any of the activities, including without limitation, use of the vertical wind tunnel, receiving instruction, strenuous bodily movement, exposure to extreme conditions, and contact with the machine or parts thereof. This release is valid and effective whether the damage, loss or death is a result of any act or omission (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY) on the part of any of Releasees or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of (a) use of the facility or its improper maintenance, (b) use of any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) instruction or supervision, or (e) slipping and falling while in the facility or on the surrounding premises. In this regard, I acknowledge that my use or my child's use of the iFLY facility is solely at my own risk and that any and all of my activities while at the facility shall be in the facility's "as is, where is" condition and with all faults, and without any representation or warranty, expressed or implied on the part of the Releasees or any other person or entity, concerning the condition of any such property, or any other matter whatsoever.

I UNDERSTAND THAT I VOLUNTARILY GIVE UP MY RIGHT TO SUE THE ABOVE MENTIONED PARTIES FOR ANY REASON WHATSOEVER.

I further grant iFLY the right to photograph and/or videotape me and/or my child and to use my child's name, face likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

**[Participant must initial]**

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST RELEASEES. IF ANY ATTEMPT FOR SUCH CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY RELEASEES.

I agree in consideration for executing this Release and Waiver of Liability, iFLY is allowing me and/or my child to participate in the activities. I further agree that in the event that any provision in this Release and Waiver of Liability is unenforceable under applicable law, the remaining provisions shall be enforced to the fullest lawful extent.

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above.

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

**[Participant must initial]**

**[Participant inserts signature – rendered online using a mouse]**