

SKYVENTURE ORLANDO RELEASE AND WAIVER OF LIABILITY

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

In consideration for being permitted to participate in the indoor skydiving activities offered by SkyVenture Orlando, LLC (hereinafter "SVO") and activities related thereto as well as access to the premises of SVO (hereinafter collectively, "Activities"), both today and in the future, the undersigned hereby agrees as follows:

ASSUMPTION OF RISK: I am, and/or my child/ward is, voluntarily participating in the Activities offered by SVO. I assume, on behalf of myself and/or my child/ward, **all risk** of personal injury, death or disability to me and/or my child/ward that might result from said Activities, or any damage, loss or theft of any personal property which I or my child/ward may incur. I understand that SVO uses vertical winds of up to **150 miles per hour** to create an indoor skydiving and free-fall simulator and that there are inherent risks. I have been advised that SVO strongly recommends that pregnant women and individuals with heart problems or a prior history of neck, shoulder or back problems **NOT** participate in the Activities. I am not pregnant and/or have no heart problems or prior histories of neck, shoulder, or back problems, or, notwithstanding this advice, I have nevertheless decided to participate in the Activities.

I understand and accept the above risks of bodily injury related to the Activities. _____ **(Initials)**

RELEASE OF LIABILITY: On behalf of myself and/or my child/ward and my/their personal representatives, successors, heirs, and assigns, I expressly release and discharge SVO and its affiliates, successors, assigns, instructors, officers, managers, agents, employees, and members, the SkyVenture LLC licensing company, and the owners, manufacturers and installers of the equipment used in the Activities (collectively, the "Released Parties") from **any and all liability, claims, demands or causes of action whatsoever** arising out of any personal injury, disability, or death, and any damage or loss to me and/or my child/ward or our property, while participating in any of the Activities. This release is valid and effective whether the damage, loss, injury or death is a result of any **act or omission** on the part of one or more of the Released Parties or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, accidents or loss which may occur as a result of (a) engaging in any Activities; (b) use of the facility; (c) strenuous bodily movement; (d) exposure to extreme wind conditions; (e) maintenance of the facility or its equipment; (f) a malfunction of any equipment; (g) instruction or supervision; or (h) slipping and falling while in the facility or on the surrounding premises.

On behalf of myself and/or my child/ward and my/their personal representatives, successors, heirs, and assigns, I further expressly agree not to sue the Released Parties for any claim, injury, liability, cause of action, expense, damages or other matter that may arise from my participation in the Activities. I agree that if I do file suit, I will be responsible for all costs and expenses incurred by the Released Parties in defending the suit, including without limitation court costs and reasonable attorneys' fees.

I understand that I voluntarily give up any claims I and/or my ward may have, now or in the future, against the Released Parties, as well as my right to sue the Released Parties. _____ **(Initials)**

PUBLICITY RELEASE: I grant SkyVenture Orlando, LLC the right to photograph and/or videotape me and/or my child/ward and to use my and/or my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials for the Activities without reservation or limitation.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER, 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 THE RELEASED PARTIES, EVEN A CLAIM BASED ON THE ACTIVE OR PASSIVE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY THE RELEASED PARTIES.

IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS: 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 warrant that I have full authority to agree and sign on behalf of my child/ward. I will further indemnify the Released Parties up to the limit of the law against any damages incurred as a result of any action by my child/ward, including attorneys' fees and costs.

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.

Printed Name

Signature of Participant/Parent/Legal Guardian

Date

Employee/Witness Signature

Name of Child Participant

Birth date

Name of Child Participant

Birth date

Name of Child Participant

Birth date

Name of Child Participant

Birth date