



## iFLY Release and Waiver of Liability

**PLEASE READ, INITIAL, AND 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 iFLY Indoor Skydiving ("iFLY"), I, the undersigned, hereby agrees as follows on behalf of myself and/or my child.

<p>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 risks I and/or my child will be exposed are the risks of bodily injury and death.</p>	<p>Initial: _____</p>
<p>I understand and assume the above risk of injury, disability or death related to this activity, for myself and/or my child.</p>	<p>Initial: _____</p>
<p>I confirm that I (or my child) do not have a history of neck, back or heart problems, <u>OR</u>, if I (or my child) do have a history of neck, back or heart problems, that a doctor has advised that I (or my child) 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 medical history, 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 my child:</p>	<p>Initial: _____</p>
<p>I confirm that I (or my child) weigh less than 250 lbs., <u>OR</u>, if I (or my child) weigh more than 250 lbs., that I have brought this to the attention of a member of the iFLY staff.</p> <p><i>Safety Notice: On a case by case basis, we do fly people in excess of 250 lbs. You will need to discuss this matter with a member of the iFLY staff 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.</i></p> <p>I understand and accept this policy, for myself and/or my child:</p>	<p>Initial: _____</p>
<p>I confirm that I (or my child) have never had a shoulder dislocation, <u>OR</u>, if I (or my child) 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 my child:</p>	<p>Initial: _____</p>
<p>I confirm that I am not currently pregnant, and that my child (if applicable) is not currently pregnant.</p> <p><b><i>Safety Notice: IF YOU ARE PREGNANT, YOU MAY NOT PARTICIPATE IN THIS ACTIVITY. In that case, you will of course be refunded any money you have paid.</i></b></p>	<p>Initial: _____</p>
<p>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.</p> <p>I agree on behalf of myself and/or my child and my/their personal representatives, successors, heirs, and assigns to hold iFLY Holdings, LLC, its owners, affiliates, officers, directors, agents, instructors, employees, and members, as well as the property owner and tenants of the property and the owners, sellers, manufacturers and installers of the equipment comprising iFLY, including but not limited to SkyGroup Investments, LLC and SkyVenture, LLC (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my and/or my child's participation in the iFLY experience.</p>	<p>Initial: _____</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>	Initial: _____
<p>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 party of the Releasees or any other person or entity, concerning the condition of any such property, or any other matter whatsoever.</p> <p>I UNDERSTAND THAT I VOLUNTARILY GIVE UP MY RIGHT TO SUE THE ABOVE MENTIONED PARTIES FOR ANY REASON WHATSOEVER.</p>	Initial: _____
<p>I further grant iFLY the right to photograph and/or videotape me and/or my child and to use my or my child's name, face likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I agree that iFLY may temporarily provide online access to photographs, videos, and live streams of my and my children's experience.</p>	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 to the terms as stated above.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name of Participant**

\_\_\_\_\_  
**Date of Birth**

**IF PARTICIPANT IS UNDER EIGHTEEN (18)**

I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of my child/ward, to the terms as stated above. I will further indemnify the Releasees against any damages incurred as a result of any action by my child/ward including attorney's fees and costs.

\_\_\_\_\_  
**Signature of Parent/Legal Guardian**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of Child Participant**

\_\_\_\_\_  
**Age**