



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

In consideration for being permitted to participate in iFly SF Bay and related activities (collectively, "Activities") conducted by iFly SF Bay, I hereby agree as follows:

ASSUMPTION OF RISK: I agree that I am voluntarily participating in the activities offered by iFly SF Bay (SkyVenture Silicon Valley, LLC) including but not limited to, the use of the equipment, facilities, and premises. I am assuming, 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 participation, or any damage, loss or theft of any personal property which I may incur. I understand that the iFly SF Bay wind tunnel with vertical winds of up to 200 miles per hour is a skydiving and freefall simulator and that it has inherent risks.

I understand and accept the risks of bodily injury related to this activity. _____ (Initial)

PHYSICAL CONDITION: I confirm that if I or my child/ward has a history of neck, back, heart problems, that a doctor's advice has been sought before participating in these Activities. Please respond to each question.

- If you have any of the above conditions, has advice from a doctor has been sought?
It is confirmed that the Participant's weight does not exceed 250 pounds
It is confirmed that the Participant is not pregnant
It is confirmed that the Participant has not had a shoulder dislocation

I understand the importance of the questions regarding my physical condition. _____ (Initial)

RELEASE OF LIABILITY: I agree on behalf of myself and my personal representatives, successors, heirs, and assigns to hold iFly SF Bay (SkyVenture Silicon Valley, LLC) and its affiliates, instructors, officers, directors, agents, employees, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the iFly SF Bay wind tunnel (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my activities in the iFly SF Bay wind tunnel.

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, the use of the vertical wind tunnel, receiving instruction, strenuous bodily movement, and exposure to extreme wind conditions. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any of the 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.

I understand that I voluntarily give up my right to sue the above mentioned parties. _____ (Initial)

I further grant iFly SF Bay (SkyVenture Silicon Valley, LLC) the right to photograph and/or videotape me and/or my child/ward and to use my name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

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 IFLY SF BAY (SKYVENTURE SILICON VALLEY, LLC). IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY IFLY SF BAY.

IF THE PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE: I represent that I am the legal parent/guardian of the Participant, and that I sign this Release and Waiver of All Liability on behalf of myself and/or my child/ward.

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

Printed Name of Participant

Email address

Printed Name of Parent or Guardian (if Participant is a minor)

Relationship to Participant (if Participant is a minor)

Driver's License or Passport Number

Issuing Entity or State

Expiration Date

Signature

Date

Employee/Witness

Date