

**INSTRUCTIONS FOR USE OF "ASSUMPTION OF RISK, RELEASE OF LIABILITY &**

**WAIVER OF CLAIMS AGREEMENT FOR MINOR PARTICIPANT'**

**(GENERAL RECREATIONAL)**

**BEFORE PLACING THIS DOCUMENT IN USE AT YOUR FACILITY/LOCATION, BE SURE TO DO THE FOLLOWING THINGS:**

**INSERT THE TYPE OF ACTIVITY AND NAME OF BUSINESS ENTITY (PREFERABLY TYPE-WRITTEN) IN THE BLANK SITUATED IN THE FIRST PARAGRAPH OF THE DOCUMENT;**

**INSERT NAME OF BUSINESS ENTITY (PREFERABLY TYPE-WRITTEN) IN THE THREE DESIGNATED PLACES SITUATED IN THE SECTION ENTITLED "NOTICE TO MINOR CHILD'S NATURAL PARENT."**

**FOR EACH MINOR WHO PARTICIPATES IN YOUR ACTIVITIES, AN "ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS AGREEMENT FOR MINOR PARTICIPANTS" SHOULD BE COMPLETED. FOR EACH MINOR PARTICIPANT, BE SURE TO DO THE FOLLOWING:**

**PARENT/NATURAL GUARDIAN MUST WRITE IN HIS/HER NAME IN BLANK SPACE AT BOTTOM OF PAGE ONE.**

**MINOR PARTICIPANT AND PARENT/NATURAL GUARDIAN MUST SIGN AND DATE THE FORM AT THE BOTTOM OF SECOND PAGE.**

**IMPORTANT: DO NOT CHANGE ANY FONT SIZES OR ALTER ANY BOLDED, UNDERLINED, OR ITALICIZED LANGUAGE (except on page two where the name of the business entity needs to be inserted in the "Notice To Minor Child's Natural Guardian section"). IT IS THERE FOR A REASON.**

## ASSUMPTION OF RISK, RELEASE OF LIABILITY & WAIVER OF CLAIMS

### AGREEMENT FOR MINOR PARTICIPANT

In consideration of being allowed to use the facilities and participate in Flyboard Instruction and other activities (collectively the "Activities") provided by Flyboard Miami, LLC (the "Host"), the Participant, and the Participant's parent(s) or natural guardian(s) do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, its owners, affiliates, employees, and/or agents arising out of the inherent risks of participating in the Activities and/or use of the Host's equipment ("Equipment");
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT;** and
- c) **TO RELEASE** the Host, its owners, affiliates, employees, and/or agents, from all liability for any loss, damage, injury, or expense forming the basis for a claim and/or cause of action that the Participant [or his/her parent(s) or natural guardian(s)] may suffer, arising out of the inherent risks of participation in the Activities and/or use of the Equipment.

### Photography/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.


### Personal Responsibility

The Participant's parent(s) or natural guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities or using the Equipment and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant's participation in the Activities and use of the Equipment is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or natural guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities and/or using the Equipment, the Participant or his/her parent(s) or natural guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or natural guardian(s) will remove Participant from participation in the Activities and/or use of the Equipment and immediately bring said hazard or condition to the attention of the Host.

 (parent/natural guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Activities and using the Equipment can be reduced by following the rules and through the use of *common sense* and *good judgment*.

*(remainder of page intentionally left blank)*

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FLYBOARD MIAMI, LLC USES**

**REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FLYBOARD MIAMI, LLC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FLYBOARD MIAMI, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Florida, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant's Signature:

Date:

Parent/Natural Guardian Name (Printed):

Date:

Parent/Natural Guardian Signature:

Date:

**INSTRUCTIONS FOR USE OF "RELEASE OF LIABILITY, ASSUMPTION OF RISK,**

**WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT'**

**(GENERAL RECREATIONAL)**

**BEFORE PLACING THIS DOCUMENT IN USE AT YOUR FACILITY/LOCATION, BE SURE TO DO THE FOLLOWING THINGS:**

- **INSERT TYPE OF ACTIVITY AND NAME OF BUSINESS ENTITY (PREFERABLY TYPE-WRITTEN) IN THE BLANK SITUATED IN THE FIRST PARAGRAPH OF THE DOCUMENT.**

**FOR EACH ADULT WHO PARTICIPATES IN YOUR ACTIVITIES, A "RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT" SHOULD BE COMPLETED BY THE PARTICIPANT.**

**IMPORTANT: DO NOT CHANGE ANY FONT SIZES OR ALTER ANY BOLDDED, UNDERLINED, OR ITALICIZED LANGUAGE. IT IS THERE FOR A REASON.**

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS

### & INDEMNIFICATION AGREEMENT

**Notice** — By signing this document you may be waiving certain legal rights, including the right to sue.

#### Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in Flyboard Instruction and other activities (collectively the "Activities") provided by Flyboard Miami, LLC (the "Host"), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) TO WAIVE ALL CLAIMS that he/she has or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;
- 2) TO ASSUME ALL RISKS of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) TO RELEASE the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any acts or conduct of the Host its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and **negligent**
- 4) TO INDEMNIFY the Host, its owners, affiliates, operators, employees, agents, and/or officers, from **all** liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

#### Photography/Video Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant's participation in the Activities. Participant hereby authorizes the Host to copyright, use and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration ; advertising, and Web content.

#### Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant understands that his/her participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING- THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name (Printed):

Date:

Participant's Signature:

Date: