

IFLY UTAH RELEASE AND WAIVER OF LIABILITY

Name: _____ **Phone:** _____ **Source:** _____

Address: _____ **City, State and Zip:** _____

Email: _____ () **Check to receive promotional e-mails.**

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

In consideration for being permitted to participate in IFLY and related activities (collectively, "activities") Conducted by IFLY Utah, I _____ DOB: _____ hereby agree as follows:

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by IFLY Utah 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 or my child/ward may incur. I understand that the SkyVenture Utah ride with vertical winds of up to 160 miles per hour is a skydiving and free fall simulator and that it has inherent risks.

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

PHYSICAL CONDITION: The participant(s) confirms that if he/she/they have a history of neck, back or heart problems that he/she/they have sought a doctor's advice before participating in these activities. Not applicable Advice has been sought

The participant(s) confirm that he/she/they weight does not exceed 250 lbs. Under 250lbs Over 250lbs

The participant(s) confirm that he/she/they have not had a shoulder dislocation. Has not had a dislocation Has had a dislocation

The participant (s) confirm that she is not pregnant Is not pregnant

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

RELEASE OF LIABILITY: I agree on behalf of myself and/or my child/ward and my/their personal representatives, successors, heirs, and assigns to hold IFLY Utah 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 Utah ride (collectively, the "Releasees") harmless from **any and all claims or causes of action** arising out of my and/or my child's/ward's participation in the SkyVenture ride.

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, 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 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 Utah the right to photograph and/or videotape me and/or my child/ward and to use my child's/ward's 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 IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY IFLY Utah.

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

Employee/Witness

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 myself and 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

Employee/Witness

Date

Name of Child Participant

Age

Name of Child Participant

Age