

INFLIGHT DUBAI L.L.C.

RELEASE AND WAIVER OF LIABILITY, CLAIMS AND INDEMNITY

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

In consideration for being permitted to participate in any and all programmes and activities of INFLIGHT DUBAI LLC, Dubai including but not limited to those related activities (collectively, "activities") conducted by Inflight Dubai LLC, their affiliates, instructors, officers, officials, directors, agents, professional association affiliates, promoting agencies, employees, members, property owner and tenants of the property and the owners, manufacturers and installer of the equipment comprising the ride (hereinafter referred to as "Inflight Dubai" or the "Releasee").

I, _____ DATE OF BIRTH: _____ 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 Inflight Dubai 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 INFLIGHT DUBAI ride with vertical winds of up to 180 miles per hour is a skydiving and free fall simulator and that it has inherent risks which can cause serious personal injury, death or property damage. I also know that there are natural, mechanical, and environmental conditions and risks which, independently or in combination with my activities, may cause property damage or severe or fatal physical or mental injuries to me or others. The risks and conditions include but are not limited to irregular or hazardous surface or water conditions, equipment failure, poor weather conditions, being struck by objects, or being struck by others.

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 dislocation Has had a dislocation

The participant(s) confirm that she/they are not pregnant. If in the event the participant is pregnant, she/they are not allowed to participate.

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 INFLIGHT DUBAI harmless from **any and all claims or causes of action** arising out of my and/or my child's/ward's participation in the INFLIGHT DUBAI ride.

Should I observe any significant hazards during my presence or participation in these programs and activities, I will remove myself from the activity and notify the nearest official immediately.

I expressly release and discharge the Releasee(s) 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 INFLIGHT DUBAI, 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.

This acknowledgment, assumption of risk and release shall be binding upon my heirs, executors, administrators, legal representatives, successors and assigns (collectively "successors"). I agree for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention to this agreement, I or my successors will be liable for the expenses (including legal fees) incurred by the other party or parties in defending themselves unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally.

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 INFLIGHT DUBAI.

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

Name of Child Participant

Age

Name of Child Participant

Age