

AQUA FLIGHT LLC

FLYBOARD LIABILITY RELEASE FORM

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. PLEASE READ IT CAREFULLY BEFORE SIGNING.

You must agree to and sign this waiver in order to purchase, rent, or operate a FlyBoard. Minors must be accompanied by a parent or guardian at all times and said guardian must also sign this waiver.

The undersigned is an operator of a FlyBoard from FLYDIVE. This product requires skill and precision to properly use and presents a great risk of injury or death from its misuse. In order to operate a FlyBoard, the operator is required to release, in advance, the/seller/owner/Instructor from any and all liability and damages or injury from use of the FlyBoard. As a student flyer, you must agree to the following:

1. ASSUMPTION OF RISK. I am an adult and know and understand the scope, nature, and extent of the risks involved in the activities covered by the Agreement. I understand these risks include, but are not limited to: equipment malfunction and/or failure to function; defective and/or negligent design and/or manufacture of equipment; improperly and/or negligent assembly; improper negligent instruction and/or supervision. I voluntarily, freely and expressly choose to incur all risks associated with the activities covered by the Agreement, I understand that those risks may include personal injury, property damage, and/or death to myself and/or others.

INITIAL: _____

2. RELEASE FROM LIABILITY. I release the following persons and parties, including all of each person's corporations, and organizations officers, agents, servant, and employees, representatives, lessors (hereafter released parties) from any and all liability, claim, demand or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while upon the premises of the purchaser or while participating in any of the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive of any of the released parties: AQUA FLIGHT LLC. I also release any landowners, business owners and companies involved in allowing the FlyBoard business to operate. **INITIAL:** _____

3. COVENANT NOT TO SUE. I agree never to institute any suit or action at law or otherwise, against any released party or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, or any of the released parties, or from any other cause, including equipment failure or design defects. I further agree that my heirs, executors, administrators, personal representative, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the released parties, nor that they initiate or assist in the prosecution of any claim for damages or causes of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, of any of the released parties, or from any other cause. By signing this agreement, I hereby instruct my heirs, executors, administrators, personal representatives and/or anyone claiming on my behalf not to pursue any claims against AQUA FLIGHT LLC or any

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released parties by myself, my heirs, executors, administrators, personal representatives and/or anyone acting on my behalf, I agree that such released parties shall be entitled to recover attorneys fees and cost incurred in defense of such suit or action, including appeals.

INITIAL: _____

4. INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, same and hold harmless the released parties from any and all claims, losses, and actions, or proceedings of every kind and character, including attorneys fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of the released parties or from any other cause.

INITIAL: _____

5. VALIDITY OF WAIVER. I understand and agree that if I institute, or anyone on my behalf institutes any suit or action at law or any claim for damages or cause of action against any of the released parties because of injury to my person or property, or my death, due to activities covered by this Agreement, this Agreement, including any additions or supplements to it, can and will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances. **INITIAL:** _____

6. REPRESENTATIONS AND WARRANTIES. I represent and warrant that I will read all instructions carefully prior to using this product as I realize that it is a dangerous product requiring above average physical ability to properly operate. I will follow all precautions and instructions with the FlyBoard. I acknowledge that the use of the FlyBoard creates an opportunity for harm or injury. **INITIAL:** _____

7. WAIVER OF JURY TRIAL/VENUE/HEADINGS. I agree that the law of the state of Florida shall apply to issues involving the construction, interpretation, and validity of this Agreement and that Florida law shall govern any dispute between the parties arising from the activities contemplated by this Agreement. Should this Agreement be violated and suit be brought against any of the released parties, my right to a jury trial is waived and Broward County, Florida shall be the sole venue and litigation venue for any such suit, which shall be tried non-jury. I agree that the headings and subheadings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

INITIAL: _____

8. SEVERABILITY. I agree that should one or more provisions of this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable. **INITIAL:** _____

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9. CONTINUANCE OF OBLIGATIONS. I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I use the FlyBoard, either directly or indirectly, in all the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. Should the purchaser lend, lease, rent, or allow any other person to use the FlyBoard, the purchaser agrees that such persons shall first sign a release of the rights enumerated above, and receive proper instruction and caution in its use. **INITIAL:** _____

10. PHOTO AND VIDEO RELEASE. I, for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant AQUA FLIGHT, its successors and partners the right to record my likeness and/or voice on tape, film or digital media, to edit such tape, film or digital media at AQUA FLIGHT discretion, to incorporate the same into video, TV, radio, web or print advertisement or video for AQUA FLIGHT, and use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity, and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media. I hereby release AQUA FLIGHT and anyone using film, digital image or other material from any and all claims, damages, liabilities, costs and expenses which I now have or may hereafter have by reason of any use thereof. **INITIAL:** _____

11. ACKNOWLEDGMENT. I hereby acknowledge that I have read all of the provisions above and fully understand the terms and conditions expressed therein and agree to be bound by such terms and conditions. **INITIAL:** _____

AQUA FLIGHT LLC

Date: _____ Print Name: _____

Date of Birth: _____

Address: _____

City: _____ State: _____

Zip: _____

Phone Number: _____

Email Address: _____

Drivers License Number: _____

Emergency Contact: _____

Phone Number: _____

Parent or Guardian: (if applicable)

Signature: _____

Date: _____

Print Name: _____

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STUDENT SAFETY & TRAINING CHECKLIST

I, _____ (print name), hereby certify that I have received training on and understand the following about my FlyBoard lesson (initial all that apply.)

All the FlyBoard equipment floats and I do not need to swim to stay afloat. _____

If I ever feel the bottom surface or encounter any floating debris, I must inform the operator immediately so we can move to deeper water. _____

When the hose is filling with water, I may occasionally feel a slight pull downwards before feeling the push from the propulsion. _____

I have been advised not to flip, dive, or porpoise as seen on TV, internet or in person as I could strike the bottom or floating debris causing injury or death to myself. _____

I have been advised that after falling, I need to come up to the surface with my hands up to protect myself in case the hose has pulled the PWC (jet ski) toward me. _____

I have been advised that I need to maintain a distance of 15 feet from the PWC (jet ski) to avoid contact with it that could injure me. _____

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I have been advised that I can ask to stop the lesson at any time or take some time to catch my breath before resuming the lesson. _____

I hereby certify that I do not have any pre-existing conditions that could hamper my ability to use the FlyBoard or swim and that I have not consumed any narcotics, drugs, or alcohol in the last 8hrs. _____

I have been advised not to use glasses and that the use of contact lenses is at my own risk. I understand that there could be problems arising from their use in the water, especially when falling. Contacts can be lost or pushed out of position causing damage to the eye. _____

I am not pregnant. _____

I allow the instructor to take pictures and video on the customer fly. _____

Signature: _____

Date: _____

Thank you for choosing us for your FlyBoard experience. Your flight instructors work hard to assist you in a safe, exciting flight. Your tips are always appreciated. Come visit us again and tell ALL of your friends.