SKYVENTURE ARIZONA RELEASE AND WAIVER OF LIABILITY

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

In consideration for being permitted to participate in SKYVENTURE and related activities (collectively, "activities") conducted by SkyVenture Arizona, I _____ hereby agree as follows:
(Please Print Name)

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by SKYVENTURE ARIZONA 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 ride with vertical winds of up to 120 miles per hour is a skydiving and free fall simulator and that it has inherent risks. I also understand and I have been warned that if I have had a previous shoulder dislocation, I should not fly in the SKYVENTURE ride.

I understand and accept the above risks of bodily injury related to this activity. _____(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 SkyVenture Arizona 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 SKYVENTURE 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 anv 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 SkyVenture Arizona 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 RELEASE AND WAIVER 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 SKYVENTURE ARIZONA. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY SKYVENTURE.

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.

IF PARTICIPANT IS UNDER EIGHTEEN (18), YEARS OF AGE. 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.

_____ _____
Emergency contact Phone number

_____ _____
Signature of Parent/Legal Guardian Date Employee/Witness

_____ _____
Name of Child Participant Age Name of Child Participant Age

_____ _____
Name of Child Participant Age Name of Child Participant Age

_____
Signature of Notary Date