SKYVENTURE NEW HAMPSHIRE RELEASE AND WAIVER OF LIABILITY

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

In consideration for being permitted in SKYVENTURE and related activities (collectively, "activities")

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ EMAIL: _____

Conducted by SkyVenture New Hampshire LLC., I _____hereby agree as follows:

Print Name of Adult

ASSUMPTION OF RISK: I agree that I am and/or my child/ward is voluntarily participating in the activities offered by SKYVENTURE 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 facility with vertical winds of up to 160 miles per hour is a skydiving and freefall simulator and that it has inherent risks.

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 representative, successors, heirs, and assigns to hold SkyVenture New Hampshire, LLC and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, 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 Facility (collectively, the "releases") 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 Facility.

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 the SkyVenture New Hampshire, LLC. the right to photograph, videotape, and/or record me and/or my child/ward and to use my and/or 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 SKYVENTURE NEW HAMPSHIRE, LLC. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY SKYVENTURE, LLC/ SKYVENTURE NEW HAMPSHIRE LLC/ AND VENTURE PROPERTIES, LLC.

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** **Date**

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 damagees 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**