

**WAIVER OF LIABILITY, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT
PLEASE READ CAREFULLY AND BE CERTAIN YOU UNDERSTAND THE LEGAL IMPACT OF
YOUR SIGNING THIS DOCUMENT. SIGNING BELOW INDICATES YOUR UNDERSTANDING.**

In consideration for being permitted to participate in the PERRIS SKYVENTURE and related activities (hereinafter collectively "SKYVENTURE"),

I _____, (age) _____ agree to and accept all of the following:
(PRINT FIRST NAME, LAST NAME AND AGE CLEARLY)

WAIVER: I do hereby release, waive, discharge, and covenant not to sue, each of the following: PERRIS VALLEY AVIATION SERVICES, INC., P.M. LEASING, INC., PERRIS VALLEY SKYDIVING SCHOOL, INC., PERRIS VALLEY AIRPORT, INC., SKYVENTURE, INC., and their respective officers, directors, owners, employees and agents, as well as the property owners and tenants of the property and the owners, manufacturers and installers of the equipment comprising the PERRIS SKYVENTURE ride (hereinafter collectively the "Released Parties"), from any and all claims and liability including the negligence of any of the Released Parties, their officers, employees and/or agents, resulting in personal injury (including death), accidents, illnesses, and property loss arising from but not limited to, participation in the SKYVENTURE, except where caused by gross negligence or willful or wanton misconduct of any of the Released Parties. I intend for this waiver and release to also apply to any relatives, personal representatives, heirs, beneficiaries, and next of kin or assigns who might pursue any legal action or claim on my behalf. I understand that by signing this document I am giving up my right to sue any of the Released Parties.

Initial _____

ASSUMPTION OF ALL RISKS: Participation in the SKYVENTURE, which includes a vertical wind tunnel and human flight simulator that permits actual human airborne flight within the wind tunnel core through fans generating winds as high as 150 miles per hour, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary for one individual to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as joint or back injuries, broken bones, dislocated shoulders, heart attacks, and concussions, to 3) catastrophic injuries including paralysis and death. I understand that these injuries and losses might result not only from my actions, but also from the actions, inaction, or negligence of others. I understand and appreciate these and other risks that are inherent in the SKYVENTURE. Despite the potential hazards and dangers associated with the SKYVENTURE, I wish to proceed and I voluntarily and freely accept and expressly assume all risks, dangers and hazards whatever they may be that may arise from the SKYVENTURE that could result in personal injury, loss of life and property damage to me. I have NOT had previous injuries as listed above.

Initial _____

INDEMNIFICATION AND HOLD HARMLESS: I agree to indemnify and hold each and all of the Released Parties harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which occur as a direct or indirect result of my involvement in the SKYVENTURE, and to reimburse the Released Parties for any such expenses.

Initial _____

Severability: I agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read the above, been given an opportunity to ask questions, fully understand that this is a legal and binding document and that I am giving up substantial rights, including my right to sue or to make any claim for injuries or damages I might sustain while using the SKYVENTURE. In signing this Agreement, I am not relying on any oral, written or visual statements of any kind, including promotional statements made by the Released Parties, or any of them, in their documents or website or by any of their respective Personnel or employees, to induce me to participate in the SKYVENTURE. I acknowledge that I am signing this Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional acceptance of the terms of this Agreement to the greatest extent allowed by law.

It is a mandatory requirement that all jewelry and watches be removed and all contents of pockets be removed prior to flight. No exceptions.

I have thoroughly read this waiver and understand its meaning and intent. By signing below I indicate I have read and do understand.

DATED: _____ WITNESS: _____
Participant Signature / Parent or Legal Guardian Signature (First & Last Names)

**IF YOU ARE SIGNING FOR A MINOR, YOU MUST SIGN ABOVE AND BELOW.
FOR UNDER EIGHTEEN (18) ONLY**

IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE:

As the parent or guardian of the minor participant whose name and signature appears above, I hereby confirm I have read all of the above and accept each and every provision therein on behalf of myself as well as on behalf of my child, intending that this agreement be irrevocably binding upon me, upon my child, and upon each's respective heirs, executors, administrators and assigns. I represent and warrant that I am at least 18 years of age, that I am the parent or legal guardian of the above minor, and that I have legal authority to enter into this agreement and to bind my child, and that I agree to defend and indemnify each and all of the Released Parties, and each of them, from and against any and all liability or claims, monetary award, attorney's fees or costs, whatsoever, arising out of or related in any way to my child's participation in the SKYVENTURE. I acknowledge that the Released Parties are specifically relying upon these representations made by me in allowing my child to participate in the SKYVENTURE.

DATED: _____
PARENT OR LEGAL GUARDIAN SIGNATURE (First & Last Names) PRINT YOUR NAME CLEARLY (First & Last Names)

WITNESS: _____

SAFETY BRIEFING – FOR ALL FLYERS:

Perris SkyVenture maintains the highest level of safety standards. It is important for the safety of all flyers and Flight Instructors that flying rules are enforced. We insist that no maneuvers are made in the flight chamber that are not planned and discussed with our Flight Instructor staff PRIOR to entering the flight chamber.

- I understand that Perris SkyVenture assumes absolutely no responsibility for any or all personal property used while flying in the tunnel. (initials)
- I promise not to attempt any front loops, back loops, barrel rolls, or freely maneuvers without discussing first with the tunnel instructor BEFORE the door is closed. (initial)
- I actually read the statement above, and did not just initial it out of habit. (initial)
- Seriously, I read it, and I mean it this time. (initial)