

iFLY Media Release and Waiver of Liability

PLEASE READ CAREFULLY AND DIGITALLY SIGN THIS DOCUMENT. BY SIGNING IT, YOU ARE ASSUMING RISK OF SERIOUS INJURY OR DEATH AND MAY BE GIVING UP IMPORTANT LEGAL RIGHTS.

In consideration for being permitted to participate in the services and activities offered by Indoor Skydiving Penrith Pty Ltd ABN 28 152 224 363 ("iFLY") and its suppliers (collectively, "iFLY activities"), or being permitted to enter any premises of iFLY,

I DOB:.....

hereby acknowledge, agree and represent each of the following, on behalf of myself and, if applicable, on behalf of any person under the age of 18 for whom I am a parent or guardian (each a "Minor"):

1. I or the Minor am voluntarily participating in all aspects of the iFLY activities including, but not limited to, the use of the equipment, facilities, and premises.
2. I assume, on behalf of myself and the Minor(s) (if applicable), all risk of personal injury, death or disability to me and/or the Minor(s) (if applicable) that might result from participation in any of the iFLY activities.
3. I assume all risk of any damage, loss or theft of any personal property which I or the Minor(s) may incur while on any premises of iFLY.
4. I understand that the iFLY activities are not a ride but rather an interactive experience which simulates freefall skydiving by exposing me and/or the Minor to vertical winds of up to 280 kilometres per hour. I understand the inherent risk associated with the iFLY activities and the strenuous physical exertion and stress to which I and/or the Minor will be exposed, and that it may include the risk of bodily injury or death.
5. Each of the following statements is true and complete, and will remain true and complete, at all times when participating in the iFLY activities. If the statement is not true and complete please complete this section under each :
 - (a) Neither I nor the Minor(s) (if applicable) have a history of neck, back or heart problems.

If this statement is not correct:

- (i) *Has a doctor advised you that it is safe to participate in these specific activities:*
- (ii) *Even if your doctor has advised that you can participate in these activities, if you have a history of neck, back or heart problems, you must bring this to the attention of your flight instructor before your flight. Please keep in mind that we may decline to fly you for safety reasons. In that case, you will of course be refunded any money you have paid.*

Do you understand and accept the increased risk of participating in these activities?

- (b) Neither I nor the Minor(s) (if applicable) weigh more than 105 kg if my/the minor's height is less than 180cm, or weight more than 115 kg if my/the minor's height is more than 180cm.

If this statement is not correct you must bring this to the attention of an iFLY representative.

Please understand that the risk of injury or death from indoor skydiving is significantly greater for people who exceed the weight limited above. On a case by case basis, we do fly people in excess of the weight limited. You will need to discuss this matter with an iFLY representative before your flight and he or she will make the final decision. Please keep in mind that we may decline to fly you for safety reasons. In that case, you will of course be refunded any money you have paid.

Do you understand and accept the increased risk of participating in these activities?

- (c) Neither I nor the Minor(s) (if applicable) have suffered a shoulder dislocation in the past.

If this statement is not correct:

- (i) *If you have had a prior shoulder injury of any kind, we recommend that you do not fly. Prior dislocations greatly increase your risk of severe shoulder injury. If you have had a prior shoulder injury, you must bring this to the attention of your flight instructor who will discuss your options with you. Please keep in mind that we may decline to fly you for safety reasons. In that case, you will of course be refunded any money you have paid.*

Do you understand and accept the increased risk of participating in these activities?

- (d) Neither I nor any of the Minor(s) (if applicable) is currently pregnant.

If this statement is not correct you cannot participate in these activities. In that case, you will of course be refunded any money you have paid.

To the extent that the statements in 5(a), 5(b) or 5(c) is not true and correct I will bring it to the attention of the iFLY instructor. I understand and accept that any of the circumstances listed above may increase the risk of injury, disability or death that might result from participation in any of the iFLY activities and by participating in iFLY activities

I/the Minor has accepted those risks. I and/or the Minor accept that iFLY may, in its absolute discretion, refuse my and/or the Minor's participation in the iFLY activities.

6. I am/the Minor is, fit to undertake the relevant iFLY activity. Neither I nor any of the Minor(s) (if applicable) suffers from any medical, physical or psychological conditions or is affected by any drugs or alcohol that may prevent or restrict me and/or the Minor(s) from participating in the relevant iFLY activity.
7. I confirm that the answers provided in this form are true and correct and that iFLY has relied on those answers in allowing me to participate in the iFLY activities.
8. I represent and warrant that I am over the age of 18 and have the capacity to agree to this release and waiver. Where I am signing on behalf of a Minor I represent and warrant that I am authorised to do so.
9. To the extent permitted by law, including the *Competition and Consumer Act 2010*, I agree on behalf of myself and/or the Minor(s) and my/their personal representatives, successors, heirs, and assigns to hold iFLY, its owners, affiliates, officers, directors, agents, instructors, employees, and members, as well the property owner and tenants of the property and the owners, sellers, manufacturers and installers of the equipment used in connection with the iFLY activities (collectively, the "Releasees") harmless from any and all claims or causes of action arising out of my and/or the Minor(s) participation in the iFLY activity.
10. To the extent permitted by law, including the *Competition and Consumer Act 2010*, I expressly release and discharge the 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 the Minor(s), while participating in any of the iFLY activities, including without limitation, use of the vertical wind tunnel, receiving instruction, strenuous bodily movement, exposure to extreme conditions, and contact with the machine or parts thereof. To the extent permitted by law, this release is valid and effective whether the damage, loss or death is a result of any act or omission (INCLUDING WITHOUT LIMITATION NEGLIGENCE, GROSS NEGLIGENCE, OR STRICT LIABILITY) on the part of any of Releasees or from any other cause. To the extent permitted by law, 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.
11. I grant iFLY the right to photograph and/or videotape me and/or the Minor(s) and to use my and/or the Minor(s) name, face likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.
12. I agree that I will not engage in reckless, negligent or foolish behaviour likely to cause injury to me, any other participant, iFLY or any other person whatsoever. I agree to abide by the instructions and directions of iFLY while I am participating in the iFLY activities and acknowledge that iFLY may restrict my participation in the iFLY activities in its absolute and unfettered discretion.
13. I acknowledge that I have carefully read this waiver and release, have had the opportunity to obtain advice in relation to the waiver and release, and fully understand that, to the extent permitted by law (including the *Competition and Consumer Act*) it is a release of all liability and a waiver of any right that I may have on behalf of myself and/or the Minor(s) to bring a legal action or assert a claim for injury or loss of any kind against any of the Releasees.

14. I agree that in the event that any provision in this Release and Waiver of Liability is unenforceable under applicable law, the remaining provisions shall be enforced to the fullest lawful extent.

NAME OF FLYER	DOB	Signature (or parent/guardian signature)
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Email Address:

Contact Phone Number:

Your photos and videos will be sent via email after you fly. If you do not wish to receive this email or any other email from iFLY please tick the box. iFLY will never give your details to a third party.