

FlyHigh Adventures

The FlyBoard Liability Release Form is to protect the user and FlyBoard Rentals of FlyHigh Adventures.

All operators **MUST** sign and submit this before your flight begins

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, rent, or operate a FlyBoard and must be 12 years of age or older and weight at least 100 pounds. Any flyer under the age of 18 must have consent and supervised by a parent or guardian. All users of the FlyBoard must agree to and follow all safety precautions as set by FlyHigh Aventures.

The undersigned is an operator of a FlyBoard from FlyHigh Adventures. 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 from any and all liability and damages or injury from the use of the FlyBoard. You must read and comprehend the FlyBoard User and Safety Manual. As an operator, 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 this 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 and/or negligent use of the FlyBoard and related equipment; carelessness and/or negligent instruction and/or supervision. I voluntarily, freely and expressly choose to incur all risks associated with the activities covered by the Agreement, understand that those risks may include personal injury, property damage, and/or death to myself or others.
2. **RELEASE FROM LIABILITY.** I release the following persons and parties, including all of each person's, corporation's and organization's officers, agents, employees, representative, lessors (hereafter released parties) from any and all liability, claims, 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 any other fault, either active or passive, of any of the released parties: FlyHigh Adventures.
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 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 cause of action which I, my heir, 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 FlyHigh Adventures or any released parties for damages, injury or death related to the use of the product. Should a suit or action be filed against FlyHigh Adventures or any 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 the cost incurred in defense of such suit or action, including appeals.

4. INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, save and hold harmless the released parties from any and all claims, losses, and actions, or proceedings of every kind and character, including attorney's fees and expenses, which may 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.

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.

6. REPRESENTATIONS AND WARRANTIES. I represent and warrant that I will listen to and 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.

7. SEVERABILITY. I agree that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.

8. CONTINUATION 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 activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf.

9. 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.

Signature: _____ Witness: _____

Print Name: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact:

Name: _____ Phone: _____