

SKYTOY, LLC PURCHASER AND USER AGREEMENT INDEMNIFICATION, WAIVER, GENERAL RELEASE, AND ASSUMPTION OF RISK

Under this legally binding Participant Agreement, I agree and acknowledge as follows:

- (i) I understand that the Activities (defined below) are inherently dangerous activities;
- (ii) I assume the risk of injury or death that may occur as part of said dangerous Activities;
- (iii) I am knowingly and intentionally waiving all of my rights to bring lawsuits and make claims, including lawsuits and claims for negligence;
- (iv) I hereby release SKYTOY, LLC, a California limited liability company (“SKYTOY”), and their respective officers, directors, employees, agents and affiliates from any and all liability, including any and all liability for negligence; and,
- (v) I acknowledge that this Agreement is
 - (a) clear, unambiguous and unequivocal,
 - (b) explicit and voluntary in my waiver, release and assumption of risk, and
 - (c) comprehensive for all lawsuits, claims, injuries, and damages.

INITIAL: _____

I UNDERSTAND THAT POWERED PARAGLIDING, PARAGLIDING, KITING A PARAGLIDER, AND LEARNING TO FLY A MOTORIZED AND/OR UNMOTORIZED PARAGLIDER ARE ALL INHERENTLY DANGEROUS ACTIVITIES. I acknowledge that use of Skytoy, LLC’s, a California limited liability company (“Skytoy”) products and activities, including, but not limited to, paragliders, powered paragliders, and all related accessories while participating in instructional training, pleasure flight, kiting practice, cross country flight, flight tours, flight towing, on the ground operations, and all other variations of flight and/or use involving a paraglider or a powered paraglider, (collectively “Activities”), entails both known and unknown risks that could result in SERIOUS INJURY or DEATH.

INITIAL: _____

I agree that I and/or the Minor Child are voluntarily using SKYTOY products and/or participating in SKYTOY activities. I am assuming on behalf of myself and/or the Minor Child, all risk of personal injury, death, or disability to myself and/or the Minor Child that may result from participation or use of the SKYTOY products, and/or SKYTOY activities or any damage, loss or theft of any personal property which I and/or the Minor Child may incur. I certify that I have adequate health insurance to cover any injury or damage that I and/or the Minor Child may suffer, or else I agree to personally bear the costs of such injury or damage. I further certify that I assume all risks of any medical or physical condition I may have. I understand that, although I am initialing certain sections of this Agreement, it is my intention to agree to the entire Agreement and I do agree to the entire Agreement.

INITIAL: _____

In consideration for allowing me and/or the Minor Child to participate in the SKYTOY Activities and use the SKYTOY equipment, I expressly and voluntarily agree to forever release, acquit, indemnify and discharge SKYTOY, and their respective instructors, affiliates, agents, employees, officers and directors (collectively, “SKYTOY Indemnities”) on behalf of myself, my spouse, my children, my parents, my guardians, and my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me, the Minor Child or act on our respective behalves, from any and all actions or omission(s), cause and causes of action, suits, debts, damages, judgments, costs, including, but not limited to attorney’s fees, and claims and demands whatsoever, in law or in equity, for any personal injury, death, or property damage that I and/or the Minor Child may suffer arising from my and/or the Minor Child’s use of SKYTOY’s Activities, SKYTOY premises or at offsite and camp activities related to SKYTOY. This waiver is intended to be a complete release of any and all responsibility or duties owed by SKYTOY Indemnities for personal injuries, death and/or property loss/damage sustained by myself or any Minor Child while on the SKYTOY premises, or with respect to SKYTOY Activities, whether using SKYTOY equipment or not, even if such injury or damage results from SKYTOY negligence, SKYTOY employee negligence, improper supervision, improper maintenance of SKYTOY equipment or premises or negligence by other SKYTOY guests.

INITIAL: _____

I agree to indemnify and hold SKYTOY and its instructors, officers, directors, employees, agents and affiliates harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by SKYTOY, including, but not limited to, attorneys’ fees, costs, damages and/or judgments SKYTOY may incur in the event that I and/or the Minor Child cause any injury, damage and/or harm to any other person while at SKYTOY.

INITIAL: _____

I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I and/or the Minor Child use SKYTOY equipment or participate in SKYTOY’S Activities.

Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of the County of San Diego, CA for any legal action. Any controversy between the parties hereto involving any claim arising out of or relating to a breach of this Agreement shall be submitted to and be settled by final and binding arbitration in the County of San Diego, California, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. In connection with any such proceeding, the arbitrator shall have no power to make any errors of law or of legal reasoning. I further agree that the substantive laws of California shall apply without regard to any conflict of law rules. I also agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be construed as far as possible to enforce their meaning to the maximum extent possible and shall remain in full force and effect. I intend that no rules of construction be employed in the interpretation of this Agreement and that for all purposes I and SKYTOY are deemed joint authors hereof.

I grant SKYTOY permission to use my, and the Minor Child's, likeness in its publications, websites, marketing and other materials without payment, and without any prior approval of any and all publications, websites, marketing and other materials that contain my and/or the Minor Child's likeness.

I have had sufficient opportunity to read and understand this agreement and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein. I represent that I am the parent or legal guardian of the Minor Child.

STEP 1 - THIS SECTION IS REQUIRED. COMPLETE THIS SECTION IF YOU ARE SIGNING FOR YOURSELF AND ARE OVER 18 YEARS OF AGE AND / OR ARE THE PARENT OR LEGAL GUARDIAN SIGNING FOR A MINOR CHILD.

ADULT PARTICIPANT - 18 YRS PLUS OR PARENT OR LEGAL GUARDIAN

Print Full Name _____

Signature _____

Today's Date _____

Date of Birth of Adult Participant Parent OR Legal Guardian: _____

STEP 2 - THIS SECTION IS REQUIRED ONLY IF YOU ARE RELEASING THE LIABILITY FOR CHILDREN / MINORS UNDER 18 YEARS OF AGE

MINOR(S) UNDER 18 YEARS OF AGE

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION OF RISK - (Must be completed for participants under the age of 18). In consideration of the Minor Child detailed below being allowed to participate in the Activities, I voluntarily agree that all terms and conditions set forth herein shall equally apply to such minor as if the Minor Child was eighteen years old or older.

MINOR NAME (Under 18yrs)	MINOR BIRTHDATE	RELATION TO MINOR
_____	_____	_____ Parent Legal Guardian
First Name Last Name	MM/DD/YYYY	

MINOR NAME (Under 18yrs)	MINOR BIRTHDATE	RELATION TO MINOR
_____	_____	_____ Parent Legal Guardian
First Name Last Name	MM/DD/YYYY	

MINOR NAME (Under 18yrs)	MINOR BIRTHDATE	RELATION TO MINOR
_____	_____	_____ Parent Legal Guardian
First Name Last Name	MM/DD/YYYY	