

PLANET AIR SPORTS DORAL, LLC
WAIVER AND RELEASE FROM ANY CLAIM OF RESPONSIBILITY OR DAMAGE

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities. The different activities that are offered in our facility entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF PLANET AIR SPORTS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM PLANET AIR SPORTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PLANET AIR SPORTS HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM

_____(PRINT YOUR NAME) has read this Waiver and Release from any Claim of Responsibility or Damage, and agrees as follows:

1. I (and my parent or guardian, if applicable) recognize and agree that: regardless of the number and level of safety efforts taken both by me and Planet Air Sports Doral, LLC (the Owner), all risk can never be eliminated, and participating in the activities within Planet Air Sports Doral, LLC (the Park), involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. We assume all risk for, and financial cost of, any and all of that potential injury, and/or any damage to my property or to others. We fully, and forever waive , release and discharge Planet Air Sports Doral, LLC, and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and my applicable spouses, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I leave the Park or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with: (a) my

PLEASE INITIAL ALL PAGES AS READ _____

activities within the Park; (b) the activities within the Park by others; (c) the operation of the Park by the owners; (d) my use of any and all of the Park facilities; and (e) my use of any and all equipment within the Park, whether owned by me, the owner or a third party.

2. I (and my parent or guardian, if applicable) understand and agree that: (a) participating in the activities within the Park involves physical exertion; (b) we represent and warrant that I am in sufficient good health to participate in activities within the Park; (c) we represent and warrant that I do not have any pre-existing physical or medical condition, including, without limitation, pregnancy, orthopedic problems, including back problems, heart problems,, and/or breathing problems, that might be impacted or worsened by my use of the Park; (d) I fully understand that the released person's lack of knowledge of my medical and physical condition which may or may not result in an injury to myself or other persons, and voluntarily assume the risk associated with my own medical and physical conditions; and (e) I will not use the Park and its facilities while under the use of any drugs, alcohol or medications that may impair my physical abilities or judgment.

3. I (and my parent or guardian, if applicable) agree that: (a) I will abide by the Park's rules and the instructions and directions of Park employees and representatives: (b) those rules, instructions and directions are intended to promote the safety of both myself and others: (c) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use the Park and its facilities, without any right to refund of any payments made; (d) in the event of sickness, accident or injury, we authorize the Owner to obtain on my behalf emergency medical treatment and to secure such medical treatment at my expense; and (e) Owner is not responsible for lost or stolen property.

4. I (and my parent or guardian, if applicable) agree: (a) to use the Park and its facilities in a safe and responsible manner; and (b) to indemnify and hold the Owner harmless and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, servants, predecessors, successors, assigns, affiliated entities, heirs, personal representatives, and any applicable spouses, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or judgment directly or indirectly arising out of, or relating to my acts or omissions while participating in any activities at the Park.

5. I fully acknowledge and understand that the employees of the released persons may be negligent and reckless in supervising and maintaining equipment and facilities owned and operated by the released persons. I fully understand and accept the risk associated with employees' negligence and recklessness that may or may not occur in the monitoring, supervising, and maintenance of the equipment and facilities owned and operated by the released persons.

6. I (and my parent or guardian, if applicable) certify and promise that I have adequate insurance to cover any injury or damage that may be caused by my participation and suffered upon my person, my property or other persons, or if I don't have insurance at the time for whatever reason, I agree to pay the entire costs associated with injury to or damage to myself, my property or other persons and their respective property. I agree to hold harmless and indemnify the released persons for all costs associated with injury to or damage to myself, my property or other persons and their respective property.

7. I (and my parent or guardian, if applicable) understand and agree that: (a) that this Waiver and Release From Any Claim of Responsibility or Damage gives up important legal rights; (b) we are giving up these important legal rights voluntarily, freely, under no threat of duress, without inducement, promise or guarantee being communicated to me; and (c) the signatures below are proof of our intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

8. I agree to allow Planet Air Sports Doral, LLC, and its representatives to photograph, video, and otherwise record my participation for all purposes including advertising in any manner and in all media, without restriction, to include but not limited to world wide web sites relating to the Park and my participation, and I voluntarily waive any right to inspect or approve the photograph or video, or the use thereof without compensation. I agree that all photographs, videos and recordings are the exclusive property of Planet Air Sports Doral, LLC and that I waive all right to inspect and approve the use of the photographs, videos and recordings.

9. Without limiting the above waiver, release, and assumption of risk, I agree to the sole and exclusive venue of the city of Doral, Miami Dade County, for any legal action. I further agree that the substantive laws of the State of Florida 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 Planet Air Sports Doral, LLC are deemed joint authors hereof. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit Planet Air Sports Doral, LLC, whether at the current location or any other location or facility.

10. I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian, to bind the minor participant to this agreement.

11. By signing this document, I intend to forever waive my right and the rights of the minor child to maintain any lawsuit or action against Planet Air Sports Doral, LLC based on any claim of personal injury or death or property loss or damage. 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 have read and understand the above WAIVER AND RELEASE FROM ANY CLAIM OF RESPONSIBILITY OR DAMAGE, and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers and releases on behalf of both myself and marital community, if any, and my child or ward.

1. SECTION FOR PARTICIPANT AND/OR PARENT OR GUARDIAN

* Required for all participants and/or the parent or legal guardian of a minor.

I have read the *Planet Air Sports Doral Waiver and Release from any Claim of Responsibility or Damage*, and agree to all conditions

Parent Name / Legal Guardian or Adult Name: _____

Address _____

City _____ State _____ Zip _____

Phone Number: _____

Date of Birth _____ (MM/DD/YY) (You must be 18 years old or older)

Drivers License # _____ State issued _____

Signature _____ Today's date _____ (MM/DD/YY)

Email: _____

Parent Name and signature required if Participant is less than 18 yrs

2. NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18 to be included with your signature

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 so such minor as if the minor child was 18 years or older.

MINOR NAME #1 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #2 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #3 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #4 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #5 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #6 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #7 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #8 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

PLEASE INITIAL ALL PAGES AS READ _____