

# PARACLETE XP SKYVENTURE RELEASE AND WAIVER OF LIABILITY



**PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING IT, YOU ARE GIVING UP LEGAL RIGHTS.**

In consideration for being permitted in SKYVENTURE and related activities (collectively, "activities")

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ AGE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ (Please check here \_\_\_\_\_ if you **DO NOT** want to receive our newsletters or promotions)

Conducted by Paraclete XP SkyVenture LLC, I \_\_\_\_\_ hereby agree as follows:

**Print Name of Adult**

**ASSUMPTION OF RISK:** I agree that I am and/or my child/ward is voluntarily participating in the activities offered by SKYVENTURE including but not limited to, the use of the equipment, facilities, and premises. I am assuming, on behalf of myself and/or my child/ward, all risk of personal injury, death or disability to me and/or my child/ward that might result from said participation, or any damage, loss or theft of any personal property which I or my child/ward may incur. I understand that the SKYVENTURE facility with vertical winds of up to 160 miles per hour is a skydiving and freefall simulator and that it has inherent risks.

**I understand and accept the above risks of bodily injury related to this activity.** \_\_\_\_\_ **(Initial)**

**RELEASE OF LIABILITY:** I agree on behalf of myself and/or my child/ward and my/their personal representative, successors, heirs, and assigns to hold Paraclete XP SkyVenture, LLC and its affiliates, instructors, officers, directors, agents, employees, designers, licensors, and members, as well as the property owner and tenants of the property and the owners, manufacturers and installers of the equipment comprising the SKYVENTURE Facility (collectively, the "releases") harmless from any and all claims or causes of action arising out of my and/or my child's/ward's participation in the SKYVENTURE Facility.

I expressly release and discharge Releases 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 my child/ward, while participating in any of the activities, including without limitation, use of the vertical wind tunnel, receiving instruction, strenuous bodily movement, and exposure to extreme wind conditions. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any of Releases or from any other cause. 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.

**I understand that I voluntarily give up my right to sue the above mentioned parties.** \_\_\_\_\_ **(Initial)**

I further grant the Paraclete XP SkyVenture, LLC. the right to photograph, videotape, and/or record me and/or my child/ward and to use my child's/ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND/OR MY CHILD/WARD TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST PARACLETE XP SKYVENTURE, LLC. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY SKYVENTURE, LLC/ PARACLETE XP SKYVENTURE, LLC/ AND VENTURE PROPERTIES, LLC.**

**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree to the terms as stated above.**

\_\_\_\_\_  
**Signature of Participant** **Date**

\_\_\_\_\_  
**Employee/Witness** **Date**

**IF PARTICIPANT IS UNDER EIGHTEEN (18)**

**I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree, on behalf of myself and my child/ward, to the terms as stated above. I will further indemnify the Releases against any damages incurred as a result of any action by my child/ward including attorney's fees and costs.**

\_\_\_\_\_  
**Signature of Parent/Legal Guardian** **Date**

\_\_\_\_\_  
**Employee/Witness** **Date**

\_\_\_\_\_  
**Name of Child Participant** **Age**

\_\_\_\_\_  
**Name of Child Participant** **Age**

\_\_\_\_\_  
**Name of Child Participant** **Age**

\_\_\_\_\_  
**Name of Child Participant** **Age**

As part of our core procedures, we will continue to disinfect our flight gear after every flight. This includes, but is not limited to, helmets, goggles, footwear and other flight equipment with anti-viral and anti-bacterial cleaners. Our earplugs are designed to be one-time-use and suits are laundered with CDC recommendations and manufacturers guidance in mind. Hand sanitizer and hand washing stations can be found throughout our facility and should be used as recommended.

All guests that may fall into one of the following categories are kindly asked to reschedule their flights to another date:

- 1) Guests who currently or within the past fourteen days have experienced any symptoms associated with COVID-19, flu-like or respiratory symptoms.
- 2) Guests who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or a health care team responsible for their treatment.

I, and Participants undersigned on my waiver, understand and agree that:

Paraclete XP SkyVenture cannot guarantee that its participants, spectators, staff or others in attendance will not become infected with COVID-19 and, I, willingly engage in Paraclete XP Sky Venture's activities and knowingly and freely assume all such risks related to illness and infectious disease, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and hereby knowingly assume the risk of injury, harm and loss associated with the activity.

Print \_\_\_\_\_ Sign \_\_\_\_\_ Date \_\_\_\_\_