

EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

This Express Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the "Agreement") is entered into by the undersigned in favor of **Pilots & Places Adventures LLC**, and their respective owners, officers, members, employees, and agents ("Pilots")

In consideration for my being permitted to participate in the Activities, including, but not limited to playing on the inflatables, and participating in the Event held by Pilots, I acknowledge and agree as follows:

1. *Acknowledgment of Dangerous Activity*: I acknowledge and fully realize that there are certain dangers and intrinsic risks inherent in Activities, including the risks of property damage, personal injury and even death. I understand that there is a risk of serious physical harm and nonetheless choose to participate in the Activities.

2. *Assumption of Risk*: Understanding the risks involved, I voluntarily choose to participate in the Activities, and EXPRESSLY ASSUME the associated risks, including the risk of injury and death, whether caused by the negligence of Pilots or any other cause. I accept full and complete responsibility for the safety of myself, any guests or observers accompanying me or present at my invitations, and personal property. Further, I assume the risk of damage or injury caused by myself and INDEMNIFY Pilots against any claims for damages to persons or property caused by myself.

3. *Release and Waiver of Claims*: On behalf of myself, my heirs, successors in interest, guardians, legal representatives, personal representatives and assigns, and to the extent permitted by law, I HEREBY RELEASE AND FOREVER DISCHARGE PILOTS, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE DESTRUCTIONS OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUFFERED OR SUSTAINED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATIONS IN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF PILOTS OR OTHERWISE.

4. *Promise Not to Bring Suit*: I hereby agree that I, my heirs, successors in interest, guardians, personal representatives, legal representatives, and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of Pilots or any of them, either in my name or their own name, for any loss or damage arising or resulting directly or indirectly from my participations in the Activities.

5. *Indemnification*: I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Pilots from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney's fees arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my property or others' property which might result, directly or indirectly, from my participation in the Activities. Pilots also encourages you to always follow all COVID-19 protocols, including but not limited to social distancing, and the wearing of a mask. You agree indemnify and hold Pilots harmless for any and all loss or liability related to the contracting of COVID-19.

6. *Virginia Law; Jurisdiction:* The terms of this Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Virginia, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I further understand that the terms of this Agreement mean that I am waiving certain important rights that I might otherwise have under the law.

7. *Severability:* I agree that this Agreement is intended to be as broad and inclusive as is permitted by Virginia law. If any portions of this Agreement are determined to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall not be affected or impaired in any way and shall continue in full force and effect.

8. *Representations and Warranties:* I hereby warrant that:

- A. I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON. I AM OVER THE AGE OF 18.
- B. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION OF ALL CLAIMS.
- C. I HAVE READ THIS AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE HAD THE OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE MY QUESTIONS ANSWERED TO MY SATISFACTION.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.

Participant Signature : _____

Print Name : _____

Date: _____

If signing on behalf of a minor, I attest I have the legal authority to sign on behalf of the minor:

Parent/Guardian's Signature: _____

Print Name: _____

Name of Child (If multiple children, list names below): _____

Date: _____