

RELEASE AND WAIVER OF LIABILITY



**PLEASE READ THIS RELEASE AND WAIVER CAREFULLY
BEFORE AGREEING TO IT, YOU ARE GIVING UP LEGAL RIGHTS**

ASSUMPTION OF RISK: I agree that I and/or my dependents are voluntarily participating in the activities offered by FLY ZONE including, but not limited to, the use of the equipment, facilities, and the premises. I am assuming on behalf of myself and/or my dependents, all risk of personal injury, disability and potential death that may result from participation, as well as any damage, loss or theft of any personal property which may incur to me and/or dependents. I understand that the FLY ZONE facility has trampolines, dodge ball, foam pits, climbing walls, air bag, Valo jump, kids zone area, & ninja warrior and other equipment and that using Fly Zone's facility and equipment have inherent risks, which include the risk for serious physical injury and potentially death. Further, I have explained these risks to my dependents. In spite of the risks mentioned above, I freely want to participate and as such, I assume all of the risk and responsibility for the injury, death or disability that may result to myself or dependents when purchasing a ticket.

MEDICAL RELEASE: I am aware that it is advisable to consult a doctor or physician before undertaking any physical activity. I warrant that I and/or my dependents do not suffer from any medical condition, and/or incapacity which may impair myself and/or my dependent's ability to use and participate in the activities and services and further, that I and/or my dependents do not suffer from any heart condition, epilepsy, allergies, skeletal conditions, spinal, history of sport injury or any other medical condition which may result in us placing ourselves in a position of risk by participating in the activities/services. I am aware that pregnant individuals are not permitted to take part in any of the activities at Fly Zone. I also agree that I am responsible for any and all medical costs, including, but not limited to ambulance, hospital, pharmacy, physiotherapy, psychological, rehabilitation.

RELEASE OF LIABILITY: I understand that I and/or my dependent will be engaging in recreational sporting activities while using FLY ZONE facilities. It is my voluntary and informed decision to, on behalf of myself and dependents and our personal representatives, successors, heirs, forever release any liability, lawsuits or claims that we may have against FLY ZONE, its employees, directors, owners and its subsidiaries and affiliates (the Releasees), to the fullest extent allowed by law, arising out of any damage, loss, personal injury, or death to me or my dependent's, while participating in any of the activities offered at the FLY ZONE facility. This includes, without limitation, use of Trampolines, dodge ball, climbing walls, kids zone area, Valo jump & obstacle course, receiving instruction, strenuous bodily movement, and any other activities in and around the FLY ZONE facility. This release is valid and effective whether damage, loss, or death is the result of any act or omission on the part of any Releasees or from any other cause. Therefore, I agree to hold the Releasees, as well as the property owner, manufacturers and installers of the equipment harmless from any and all claims or causes of action arising out of my and/or my dependent's participation at the facility, including breach of contract or any such claims for negligence.

- This Waiver and Release of Liability includes, but is not limited to, death, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility in any way by anyone, (b) instruction or supervision, or (c) slipping, tripping, and/or falling while in the facility or on the surrounding premises.
- I hereby declare my legal responsibility for myself and/or my dependent(s) and I agree to all of the above terms stated in this document, including agreeing to indemnify FLY ZONE from any and all legal action, claim or litigation that may be brought by or on behalf of the dependent(s). Should any claim be made, I understand and agree that I will be responsible for all attorney's fees and defense costs incurred by FLY ZONE in connection with or in defense of that claim.
- These conditions shall be governed by and construed firstly in accordance with the laws of the United Arab Emirates in which your purchase is made (the courts of which shall have exclusive jurisdiction). If any of these conditions should be determined to be void, invalid or otherwise unenforceable, such conditions shall be deemed deleted and the remaining conditions shall remain and continue to be valid, binding and enforceable.
- I further grant FLY ZONE the right to photograph, video tape, and/or record me and/ my dependents to use me or my child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I grant permission to contact me via my email address with special offers, events and promotions. I will inspect the portions of the facility that I intend to use prior to my using it and will immediately report any defect to management.
- By signing the online waiver, which is valid for 12 months from the date of signing, I consent to any/all of my dependents mentioned on the waiver, who are over the age of 12 years old, to "self-check-in". Dependents between the ages of 10 & 12 will require verbal consent in person or via telephone conversations.
- By purchasing a ticket, whether it be online or at the facility, I acknowledge that I have read the above, considered its effects, understand its content, and agree, on behalf of myself and/or my dependent, to the terms stated above. I further understand that no person has permission to use FLY ZONE facility without an effective and validly signed Release and Parental/Guardian Waiver of Liability. By signing this document on behalf of a minor, I certify that I am the parent or legal guardian of the minor(s) I am booking on behalf of, and acknowledge that I assume all obligations under this Agreement.

Guardian / Parent Information:

Print Name:
Email:

Age: Date of Birth:
Mobile: Other Number:

Participants Information:

Name of Participant: Gender:
Date of Birth: Age:

Name of Participant: Gender:
Date of Birth: Age:

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Date of Birth: Age:

Name of Participant: Gender:
Date of Birth: Age:

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Date of Birth: Age:

Name of Participant: Gender:
Date of Birth: Age:

Parent / Guardian Signature:

Date:.....