

WAIVER

THIS WAIVER IS AN ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE AND GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM FOR COMPENSATION AGAINST BIGAIRBAG BV FOLLOWING AN ACCIDENT OR DAMAGE OF PROPERTY. PLEASE READ CAREFULLY AND DO NOT SIGN IF YOU DO NOT UNDERSTAND THE CONTENT OF THIS WAIVER.

BETWEEN

"Indemnitee" BigAirBag B.V.

AND

"Indemnitor"

ENTER AT YOUR OWN RISK



IT'S AN EXTREME ACTION SPORT



DON'T LAND ON YOUR HEAD!



LAND ON YOUR BUTT OR BACK



| | |
|-----------------|------------------|
| Last Name | First Name |
| Street | Initials |
| Zipcode | Birthdate |
| City | E-mail |
| Country | Phone |

I and/or my child/ward have CHOSEN voluntarily to use the BigAirBag® and perform its related activities (hereinafter: "the Intended activities") and UNDERSTAND and AGREE that the use of the Indemnitee's equipment, including the BigAirBag® (hereinafter: "Indemnitee's equipment"), poses RISKS. In consideration of being allowed to use Indemnitee's equipment, I agree to ASSUME ANY AND ALL RISKS related to, or arising from, the use of Indemnitee's equipment, including but not limited to risks of INJURY, DEATH and DAMAGE to PROPERTY, with the exception of risks caused by the Indemnitee's gross negligence or intent.

ACKNOWLEDGEMENT OF RISKS

I understand that the Intended activities and the use of Indemnitee's equipment bears risks and inherent or related dangers. I understand that the BigAirBag® is a specially designed platform that allows falling from determined heights into a soft, impact resistant cushion. Nevertheless, the activity poses dangers and I understand that using the BigAirBag® may result in my body rotating/getting inverted (voluntary or involuntary) and that the aerial manoeuvres may result in injuries and/or fatal injuries. The risks and dangers include but are not limited to abrasion; bruising; spraining; straining; fracture; concussion; contusion; dislocation; paralysis; fainting; heat exhaustion; heat stroke; heart failure; damages to internal organs and death. I understand that it is my and/or my child's/ward's sole responsibility to follow up the instructions and only use Indemnitee's equipment for Intended activities. I have been duly informed and understand that such risks and dangers are inherent to free falling and other activities with Indemnitee's equipment. I acknowledge that the BigAirBag® cannot ensure my safety when performing free falling manoeuvres and/or other activities with the BigAirBag®. I am solely responsible for knowing and understanding my ability to use the BigAirBag®. I am also aware that the risks listed above may or may not be indicated in designated areas and on the Indemnitee's equipment. I ACCEPT, FULLY ACKNOWLEDGE AND ASSUME ALL DANGERS AND RISKS, with the exception of risks caused by the Indemnitee's gross negligence or intent. I understand and agree that if I and/or my child/ward experience injury that requires an emergency help, it will be at my own expense and I hereby indemnify Indemnitee from and against any claim of any third party relating thereto.

I state and confirm that I and/or my child/ward have no known medical, physical or mental, condition, disorder or disability that may compromise my/his/her ability to safely conduct the activities related to the BigAirBag®. I also state and confirm that I and/or my child/ward am/are covered by health insurance.

RELEASE OF LIABILITY, CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in BigAirBag® free falling and in full awareness of the risks it may pose, I agree that I WILL NOT NOW, NOR IN THE FUTURE, COMMENCE LEGAL ACTIONS OF ANY KIND AGAINST THE INDEMNITEE OR ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO ITS OWNERS, STAFF, EMPLOYEES AND ITS PARTNERS. I RELEASE THE INDEMNITEE AND ITS AFFILIATES, ITS OWNERS, STAFF, EMPLOYEES AND ITS PARTNERS FROM ANY AND ALL LIABILITY IF I AND/OR MY CHILD/WARD GETS INJURED WHILE CONDUCTING THE INTENDED ACTIVITIES. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD THE INDEMNITEE AND ITS AFFILIATES HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF AND/OR MY CHILD/ WARD, WITH THE EXCEPTION OF LOSS, LIABILITY OR COSTS CAUSED BY INDEMNITEE'S GROSS NEGLIGENCE OR INTENT.

I have read and understood the content of this waiver and agree to the same and its consequences. I am voluntarily signing below, intending to be legally bound. If I am signing on behalf of a minor child/ward I represent, I confirm that I am allowed to do so. If I am signing on behalf of a minor child/ward, I confirm that I have explained this disclaimer in an age appropriate manner.

Signature

Date

Place

.....