

TRADEWINDS ISLAND RESORTS

ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT

I, _____, (Please Print Name) _____, Address: _____, Date of Birth/Age: _____, hereby understand that operating a Jetlev water-propelled jetpack is a HAZARDOUS ACTIVITY, involving numerous risks and dangers, including risk of injury or death. Therefore in consideration of being allowed to participate in this activity, I enter into this Assumption and Acknowledgement of Risks and Release of Liability Agreement, as follows:

I agree to personally assume the risks of any and all harm, injury or damage that I may sustain while participating in this activity, whether foreseen or unforeseen. These risks may include, but are not limited to: 1) collision with other participants, watercraft, and manmade or natural objects, including any sea-life or other living thing in or out of the water; 2) inclement weather, lightning, variances and extreme wind, weather and temperature, or any other Act of God; 3) my sense of balance, physical coordination, and ability to operate the Jetlev; and 4) equipment failure. I agree to abide by all of the rules and instructions provided to me by the employees of TradeWinds Island Grand Beach Resort at all times while participating in this activity.

I understand and agree that neither TradeWinds Island Resort, RIA-Tradewinds, Inc., Guy Harvey Outpost, Fortune Hotels, Resort Inns of America, nor any of their employees, instructors, officers, directors, agents, assigns, affiliated companies, owners, attorneys, or insurers (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family members, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that operating a Jetlev is a physically strenuous activity. I am aware that past or present medical conditions may be contraindicated to my participation in this activity. By signing this document, I affirm that I do not have a history of seizures, dizziness, fainting, or any heart conditions, including but not limited to cardiovascular disease, angina, or heart attacks. I further affirm that I am not currently taking medication that comes with any warning(s) about any impairment of my physical or mental abilities. I further affirm that I do not currently have any physical or medical condition(s) that would prevent me from participating in this activity. I further affirm that I have not relied on any medical advice from the Released Parties to make my decision to partake in the Jetlev Flight Experience. I acknowledge that I may be exerting myself during this activity and that if I am injured as a result of this activity I assume the risk of any such injuries, and I will not hold the Released Parties responsible for those injuries.

BY SIGNING THIS DOCUMENT, I AGREE TO FOREVER RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PROPERTY DAMAGE, PERSONAL INJURY OR WRONGFUL DEATH, HOWEVER CAUSED, EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. FURTHERMORE, BY SIGNING THIS DOCUMENT, I AGREE TO FOREVER WAIVE AND GIVE UP ANY RIGHT TO SUE ANY OF THE RELEASED PARTIES FOR ANY CLAIMS OR SUITS IN ANY COURT OF LAW. I FURTHER AGREE TO FOREVER WAIVE AND GIVE UP ANY RIGHT TO COLLECT MONETARY DAMAGES, INCLUDING COSTS AND ATTORNEYS' FEES, FROM ANY OF THE RELEASED PARTIES FOR PROPERTY DAMAGE, BREACH OF CONTRACT OR WARRANTY, PERSONAL INJURY, OR WRONGFUL DEATH, HOWEVER CAUSED, EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS PARAGRAPH AND FULLY UNDERSTAND THAT THIS IS A WAIVER AND RELEASE OF LIABILITY.

In consideration of being allowed to participate in this activity, I agree to reimburse TradeWinds Island Resorts for the cost of repairing any damage caused to any of the equipment or vessel used in this activity during my participation in same.

I understand that TradeWinds Island Resort reserves the right to refuse to permit anyone that is not at least 18 years of age to participate in this activity, as well as the right to refuse anyone who has consumed alcoholic beverages and/or anyone whom TradeWinds Island Resort believes will not treat the equipment and the local environment with respect.

I state that I am of lawful age and legally competent to sign this document. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free will, after reading the terms herein, and that no oral representations, statements, or inducements apart from this document have been made. I further understand that if any part of this document is determined to be unenforceable, all other parts shall continue to be given full force and effect.

Signature of Participant: _____ Date: _____