

FlyboardNW HydroSports Participant Statement

Read the following paragraphs carefully.

This statement, which includes a Medical Questionnaire, a Liability Release and Assumption of Risk Agreement (Statement of Risks and Liability), Non-Agency Disclosure and Acknowledgement and Safety Review, informs you of some of the potential risks involved in HydroSports activities (Flyboarding, Hoverboarding, Water Jetpack flight, or any other Hose Sports related activity where the participant is propelled by a jet of water emanating from a Jet Ski and routed through a hose to a device used to lift or propel the participant above the surface of the water) and of the conduct required of you during your participation in this activity. If you are a minor, your parent or guardian must read this guide and sign on the back panel.

You will also learn important safety rules regarding safe and unsafe operating practices, and the proper use of the equipment provided. HydroSports and the use of HydroSports equipment without proper training and supervision or instruction can result in serious injury or death. You must be instructed in its use under the direct supervision of a qualified instructor.



FlyboardNW Medical Questionnaire

HydroSports are an exciting and demanding activity. In order to participate you should not be extremely overweight, or out of condition. HydroSports can be strenuous under certain conditions. Your respiratory and circulatory systems must be in good health. All body air spaces must be normal and healthy. A person with heart trouble, a current cold or congestion, ear or sinus infections, epilepsy, asthma, a severe medical problem, pregnancy, or who is under the influence of alcohol or drugs, should not participate. If you are taking any medication, consult your doctor before participating in this activity.

The purpose of the Medical Questionnaire is to find out if you should be examined by a physician before participating in this activity. A positive response does not necessarily disqualify you from participating, it simply means that there is a pre-existing condition that may affect your safety while participating in this activity and you must seek the advice of a physician.

Please answer the following questions on your past and present medical history with a YES or a NO. If you are not sure, answer YES. If any of these items apply to you, we must request that you consult with a physician prior to participating in any HydroSports Activity.

- Do you currently have an ear infection? _____
- Do you have a history of ear disease, hearing loss, or problems with balance? _____
- Do you have a history of ear or sinus surgery? _____
- Are you currently suffering from a cold, congestion, sinusitis or bronchitis? _____
- Do you have a history of respiratory problems, severe attacks of hay fever or allergies, or lung disease? _____
- Have you had a collapsed lung (pneumothorax) or history of chest surgery? _____
- Do you have active asthma or a history of emphysema or tuberculosis? _____
- Are you taking medication that contains a warning about any impairment of your physical or mental abilities? _____
- Do you have behavioral health, mental or psychological problems or a nervous system disorder? _____
- Are you, or could you be pregnant? _____
- Do you have a history of colostomy? _____
- Do you have a history of heart disease or heart attack, heart surgery, or blood vessel surgery? _____
- Do you have a history of high blood pressure, angina, or take medication to control blood pressure? _____
- Are you over 45 and have a family history of heart attack or stroke? _____
- Do you have a history of bleeding or other blood disorders? _____
- Do you have a history of diabetes? _____
- Do you have a history of seizures, blackouts or fainting, convulsions or epilepsy or take medications to prevent them? _____
- Do you have a history of back, arm, or leg problems following any injury, fracture, or surgery? _____
- Do you have a history of fear of closed or open spaces or panic attacks (claustrophobia or agoraphobia)? _____
- Do you have a fear of heights, or falling from heights (acrophobia)? _____

Non-Agency Disclosure and Acknowledgement Agreement

I understand that FlyboardNW is recreational activity provided through Innovative Economical Solutions and Pi d Investments LLC. FlyboardNW and/or its instructors or assistants are authorized to use various Trademarks of Zapata Racing (the Inventor of the Flyboard) and Rocky Mountain Flyboard (the regional distributor for Zapata racing products) FlyboardNW is neither owned, operated or controlled by these organizations, and while they establish the standards for certain training programs, they are not responsible for , nor do they have the right to control the operations of FlyboardNW and the day-to-day conduct of the programs or supervision of the participants or any associated staff. I further understand and agree on behalf of myself, my heirs and my estate that in the event of an injury or death during any HydroSports activity, neither I nor my estate shall seek to hold Zapata Racing, Rocky Mountain Flyboard, FlyboardNW, HoverboardNW, HoseSportsNW, IES, Innovative Economical Solutions, Pi d Investments LLC, Stuart or Anita Caruk and/or their instructors and assistants liable for the actions, inactions or negligence associated with this activity.

Liability Release and Assumption of Risk Agreement

I (participant name), _____, hereby affirm that I am aware that HydroSports involve certain inherent risks; falling or diving into shallow water; falling or diving onto the hose or Jet ski, falling or diving into another vessel or obstruction, falling or diving into the water from height, sudden deceleration injuries, ear injuries, impact injuries, impact injuries to bodily orifices, sunburn, sunstroke, drowning, twisted or pulled muscles, dislocations, cuts, scrapes, bruises, lacerations, serious injury, incapacitation or death.

I understand that HydroSports involve certain inherent risks and that injuries may require medical attention. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both from a medical facility. I still choose to proceed with this activity in spite of the absence of a medical facility in close proximity to where the activity is performed.

The information I have provided about my medical history on the Medical Questionnaire is accurate to the best of my knowledge. I agree to accept responsibility for omissions regarding my failure to disclose any existing or past health conditions.

I understand and agree that Zapata Racing, Rocky Mountain Flyboard, FlyboardNW, HoverboardNW, HoseSportsNW, IES, Innovative Economical Solutions, Pi d Investments LLC, Stuart or Anita Caruk and/or their instructors and assistants nor any of their respective employees, officers, agents, or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this activity or as a result of the negligence of the Released Parties, whether passive or active.

I agree to always wear an approved life jacket of flotation device, and that a wetsuit and helmet are strongly suggested to be worn at all times for impact protection.

(Liability Release and Assumption of Risk Agreement continued)

I agree to abide by and comply with the instructions and directions given to me by the personnel conducting this activity.

In consideration of being allowed to participate in this activity, I hereby assume all risks for any harm, injury or damage, whether foreseen or unforeseen, that may befall me while participating in this activity.

I further release and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this activity.

I further understand that HydroSports are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc. that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I further state that I am of lawful age and legally competent to sign this Liability Release and Assumption of Risk Agreement, or that I have acquired the written consent of my parent or guardian.

I understand that the terms herein are contractual and not a mere recital and that I have signed this agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights of my heirs, assigns or beneficiaries may have to sue the Released Parties resulting from my death. I further represent that I have the authority to do so and that my heirs, assigns and beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I (participant name), _____, BY THIS INSTRUMENT DO EXEMPT AND RELEASE THE FACILITY THROUGH WHICH THIS ACTIVITY IS CONDUCTED, AND ALL RELATED ENTITIES AND RELEASED PARTIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT AND NON-AGENCY DISCLOSURE ACKNOWLEDGEMENT AGREEMENT BY READING BOTH BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS AND AFFIRM THE MEDICAL QUESTIONNAIRE IS ACCURATE.

Participant Signature

Date (Day/Month/Year)

Parent/Guardian Signature (where applicable)

Date (Day/Month/Year)