

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE ICARUS BUNGEE FOR ANY PERSONAL INJURIES OR DEATH YOU MAY SUFFER AS A RESULT OF THE TRAINING, EQUIPMENT, OR SUPERVISION PROVIDED IN CONNECTION WITH BUNGEE-JUMPING ACTIVITIES. WARNING: THE SPORT OF BUNGEE-JUMPING COULD CAUSE SERIOUS INJURY OR EVEN DEATH.

_____(Initials)

READ AND FULLY UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY INITIALING EACH PROVISION IN THE SPACE PROVIDED AFTER EACH PROVISION. SIGN AND DATE THIS FORM.

_____(Initials)

IN CONSIDERATION OF ICARUS BUNGEE allowing (please neatly print your name)

(hereinafter referred to as "the participant" to utilize the facilities and equipment and to participate in bungee-jumping and its associated activities, it is agreed that:

_____(Initials)

1.) **PARTIES INCLUDED:** The participant understands that this agreement includes Icarus Bungee, its partners, employees, instructors, manufacturers and suppliers of equipment, agents, the owner of bridges, land, or aircraft utilized for bungee-jumping activities, the Pacific Gas and Electric Company (PG&E), and any other public entity of public employee (hereinafter collectively referred to in this Agreement as Icarus Bungee.

_____(Initials)

2.) **ASSUMPTION OF RISK:** The participant is fully aware that bungee-jumping and all associated activities is a calculated risk sport and contains inherent risk and dangers (including serious injury or death), that no amount of care, caution, instruction, or expertise can eliminate. The participant knows and understands the scope, nature, and extent of the risks involved in the activities contemplated by this Agreement. The participant voluntarily and freely chooses to incur any and all such risks and dangers.

_____(Initials)

3.) **EXEMPTION OF LIABILITY:** The participant hereby fully and forever discharges and releases Icarus Bungee from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any transportation to bungee-jumping site, training, bridge walking or climbing, aircraft flights, and bungee-jumping, or while participating in any other activities contemplated by this release. Exemption from liability includes loss, damage or injury, resulting from the negligence of Icarus Bungee or from any other cause or causes.

_____(Initials)

4.) **COVENANT NOT TO SUE:** The participant agrees, for him/herself and his/her heirs, executors or administrators, not to institute any suit or action at law, or otherwise, against Icarus Bungee, nor to initiate or assist the prosecution of any claim for damages, or course of action, which the participant, his/her heirs, executors, or administrators hereafter may have by reason of injury to the person of the participant or to his/her property arising from the activities contemplated by this agreement.

_____(Initials)

5.) **INDEMNITY AGREEMENT:** The participant agrees, for him/herself and his/her heirs, executors, administrators, or assigns to indemnify and hold harmless Icarus Bungee from any and all losses, claims, actions, or proceedings of any kind which may be initiated by the participant and/or any other person or organization. **THIS INCLUDES REIMBURSEMENT OF ALL LEGAL COSTS AND REASONABLE COUNSEL FEES INCURRED BY ICARUS BUNGEE,** the participant, and indemnified parties, or any of them, for the defense of any such actions which may hereafter arise directly or indirectly from the activities of the participant while engaged in the activities contemplated by this Agreement.

_____(Initials)

6.) **CONTINUATION OF OBLIGATIONS:** The participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGREEMENT shall continue in full force and effect at all times, and shall be binding upon heirs, executors, administrators, or assigns of the participant of his/her estate. The Agreement shall be effective not only for the participant's first bungee-jump, but for any subsequent bungee-jump or activities in any way associated with Icarus Bungee.

_____(Initials)

7.) **INSURANCE DISCLAIMER:** I UNDERSTAND ICARUS DOES NOT PROVIDE ANY INSURANCE, EITHER MEDICAL OR LIABILITY, FOR ANY INCIDENT WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN ANY PHASE OF BUNGEE-JUMPING AND IF I WANT INSURANCE OF ANY KIND, I MUST FURNISH MY OWN.

_____(Initials)

I hereby expressly recognize that this Agreement is a contract pursuant to which I have released any and all claims against Icarus Bungee resulting from my participation in bungee-jumping including any claims caused by the negligence of Icarus Bungee.

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND IT'S CONTENTS AND SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. IF YOU ARE UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN AND DATE THIS SECTION.

NAME _____ HM PHONE: () _____

ADDRESS _____ CELL PHONE: () _____

CITY, STATE, ZIP _____ EMAIL: _____

SIGNATURE _____ DATE: _____ AGE: _____ WEIGHT: _____

(OR PARENT'S SIGNATURE IF UNDER 18)