



**AGREEMENT FOR INDEMNITY, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & COVENANT NOT TO BRING SUIT (COLLECTIVELY "THIS DOCUMENT")**

NAME OF PARTICIPANT: \_\_\_\_\_ ("Participant")

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_/\_\_\_\_/\_\_\_\_ (mo/day/year) E-MAIL ADDRESS \_\_\_\_\_

NAME OF PARENT/GUARDIAN (LEAVE BLANK IF SAME AS ABOVE) \_\_\_\_\_

NAME OF MINOR(S) [If participant(s) is under 18 years of age] \_\_\_\_\_

THIS DOCUMENT runs in favor of South Beach Helicopters [hereafter "Operator" and/or "Releasee(s)"] is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by the Participant(s) identified above, and, if/as applicable, the parent(s)/guardian(s) of Participant(s) identified above. WHEREAS, Participant is aware and understands that partaking in any part of the services and adventures that Operator may provide (hereafter "Adventure Activities"), that this carries with it certain risks, hazards, and/or dangers (collectively "risks") which are inherent and/or associated with such Adventure Activities. Adventure Activities are designed to include as part of the adventure, activity involving a helicopter. Adventure Activities in general encompass events and/or services, which are arranged, organized and/or provided by Operator and also may incorporate the orientation process, surface or air transport, helicopter travel, loading and unloading of the helicopter, movement in and/or around a helicopter(s), and can potentially include but not be limited to participation in and/or observation of activities involving water activities, watercraft, horses, farm animals, spa settings, island adventures, golf, swimming with, in and/or around dolphins, other sea and/or marine life, and any other activities with or without transportation to or from such activities all or any part of which may be provided by, through or may be arranged via the Operator. Participant acknowledges that helicopters in general have risks, dangers and/or hazards (collectively hereafter "risks") that are affiliated with same. These risks can include, but are not limited to uncertain, unpredictable and hazardous wind and/or weather conditions, and/or other acts of nature or G-d. In addition, mechanical malfunction, equipment failure, and/or defects in maintenance and/or in the design, manufacture, and/or assembly of the helicopter. There are also human error factors, that are not only the obvious of pilot error, but which can involve as examples, improper or careless use, negligent actions and these can be partially or wholly caused by Operator/Releasees or even by third parties who are beyond the control of Operator/Releasees. In summary it is understood that accidents can happen and can be based on a variety of human factors. These factors can also involve the medical conditions of the participant and/or Operator's personnel, which conditions, acts or risks can be unforeseeable, or foreseeable, contemplated or not contemplated, obvious or hidden, or can result by omission or commission, negligence or error of any kind. In addition, they can further include; but, not be limited to: the spinning of helicopter blades, a helicopter crash, and/or risks associated with movement of people or objects on, around or about the aircraft. Participant is aware and understands that Adventure Activities involve risks that can be attributable to negligence, inattention or inexperience of Participants, and Participant acknowledges and accepts that the Operator and its staff may fail to predict whether the operation is partially or entirely free from risk. Participant is aware that risks can arise via the negligence of the Participant, the Operator, the staff or agents of Operator and/or Third Parties. Participant acknowledges that these risks can exist at any point during the Adventure Activities, and may include not only the travel by helicopter during the Adventure Activity(ies), but can include, but not be limited to, risks at for example the Operator's facilities, the facilities and/or premises where Adventure Activities take place, or even walking to and/or from a helicopter, whether while entering, loading, exiting, or unloading, or flying in a helicopter, and same may be encountered with or without warning. Participant understands that these risks from Adventure Activities may result in personal injury or even death.

THE PARTICIPANT, AWARE OF THE RISKS, AFFILIATED WITH ADVENTURE ACTIVITIES (SOME OF WHICH ARE SET FORTH ABOVE) AND WITH THE RISKS AFFILATED WITH TRAVEL IN A HELICOPTER; FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE FULL RESPONSIBILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ANY AND ALL LOSS THAT MAY OCCUR FROM SAME.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

NOW, THEREFORE, Participant acknowledges Good and Valuable Consideration, the receipt of which is hereby acknowledged, and which consideration may include as a part or all of the consideration, Operator allowing the Participant to partake in the Adventure Activities and/or the transportation to and/or from the Adventure Activities, to and/or from aircraft operation area, to or from an airport, helipad, or heliport. Based on same and with the understanding by Participant of this entire Document acknowledged, along with the covenants and conditions contained within, the Participant unconditionally agrees as follows:

1. TO WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER that which Participant has, or may in the future have against Operator and/or its shareholders, directors, officers, members, employees, agents, pilots, representatives, contractors and/or independent contractors (collectively hereafter the "RELEASEES") and to release the RELEASEES from, any and all liability for any loss, damage, relief, compensation, injury, death, expense, personal injury, mental anguish, loss of consortium, property damage, and/or loss of any kind or nature that Participant or those affiliated with Participant may suffer, or that Participant's next of kin may suffer as a result of Participant partaking in, or observing any and/or all aspects of Adventure Activity(ies), which may include, but are not limited to helicopter travel, and which is due to any cause whatsoever, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, SUCH AS ANY DUTY OF CARE WHICH MAY BE OWED UNDER THE FEDERAL AVIATION REGULATIONS, OR STATE OR LOCAL LAW ON THE PART OF THE RELEASEES, and including but not limited to failure on the part of Releasees to safeguard or protect Participant from the risks, dangers and hazards of the Adventure Activities referred in this Document.

**SOUTH BEACH HELICOPTERS AGREEMENT FOR INDEMNITY, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & COVENANT NOT TO BRING SUIT (CONTINUED)**

2. TO HOLD HARMLESS, EXEMPT, ABSOLVE, AND INDEMNIFY THE RELEASEES of and from any and/or all current and/or future responsibility, liability, duty of care, and/or claims, losses, costs, and/or expense of any kind whatsoever, including but not limited to attorney fees on all court levels, arising out of any personal injury, property damage, injury, or damage to any third party, death, or loss while participating in, or observing, any part of Operator's services and/or the Adventure Activity(ies), even if such loss, damage, injury, or death is the result of negligence on the part of the Releasees, or from any other cause or party(ies). The parents/guardians of any minor named above hereby expressly agree to indemnify and hold harmless the Releasees just as the actual Participant is requested if capable of doing so without the need for a parent or guardian approval from any and all claims, losses, costs, or expenses of any kind, including but not limited to attorneys' fees, as set forth above, as well as those rising out of or which may arise out of personal injury, property damage, injury, or damage to any third party, death, or loss while participating in, or observing, any part of Operator's services and/or Adventure Activity(ies) which Releasees may incur as a result of any lawsuit, claim, or demand made by said minor or dependent, which may be directed against Releasees for any of the Adventure Activity(ies) contemplated within this Document, including, but not limited to, any lawsuit, claim, or demand asserted against Releasees after said minor reaches the age of majority.

3. Participant also hereby covenants not to sue and agrees to never initiate, nor to be a party to any lawsuit, claim, demand, prosecution, or action of law for any damages, relief, or compensation, which Participant may have by reason of injury, death, damage, or loss of any kind whatsoever relating to the negligence on the part of any and all of the Releasees arising out of Participant's observation and/or participation in any part of Operator's services, Adventure Activity(ies) or for any activities contemplated by this Document. The parents/guardians of any minor named in this Document expressly covenants not to sue and agrees to never initiate, nor to be a party to any lawsuit, claim, demand, prosecution, or action of law for any damages, relief, and/or for compensation, which said minor may now have, or may have even after said minor reaches the age of majority may have, by reason of injury, death, damage, or loss of any kind whatsoever relating to the negligence on the part of any and all Releasees and/or arising out of the minors participation in or observation of any part of Operator's services, Adventure Activity(ies) or for any activities contemplated herein.

4. This Release shall be effective and fully binding upon Participant's heirs, next of kin, executors, administrators, assignees and representatives in the event of Participant's death or incapacity.

5. This Release shall be governed by and interpreted in accordance with the laws of the State of Florida.

6. Any litigation brought by or on behalf of Participant that involves a party(ies) contemplated by this Document shall be exclusively brought in the Small Claims Court in Duval County, Florida, and with One Thousand United States Dollars (\$1,000) being the maximum amount that can be claimed by or on behalf of Participant for any and all damage(s) and/or for any and all loss whatsoever, which may be contemplated and/or which may be foreseeable, directly and/or indirectly by the contents of this document. The statute of limitations for any action shall be no more than 30 days from the date shown below in the signature portion of this Participation Agreement.

In entering into this Document, Participant is not relying upon any oral or written representations or statements made by the RELEASEES with respect to the safety of Adventure Activities but solely upon this document. Any changes to the terms of this document must be in writing and must bear the signature of the authorized representative of Operator. I have been given ample time to read this Document and to review it with counsel of my choosing, and Participant acknowledging same, fully accepts the contents and conditions of this Document and agrees to same. Participant is aware that by executing this Document, that Participant is waiving and/or giving up, and/or undertaking certain rights and/or responsibility(ies) on behalf of Participant, which the heirs, next of kin, executors, administrators, and/or assigns of Participant may have against the Releasees. Participant acknowledges that Operator may refuse passage to any Participant, and further Participant agrees not to be under the influence of any substance of abuse while partaking in the Adventure Activities. The Participant Agrees that this Document shall be deemed to have been drafted with equal input of the parties and that the fact that it was drafted by one party or the other shall not be used to interpret this document against one party or the other. In the event any part or portion of this Document is deemed unenforceable then it shall be reformed by a tribunal of competent jurisdiction as contemplated with in the Document to reform the term or unenforceable provision or term to be as close to what was contemplated with the Document. This document may be entered in one or more parts or subparts with the combination of such parts making a complete document (if the document requires more than one signature, or electronic signature or "click" as set forth in more detail below). Headings or captions are for guidance purposes. For Document meaning the content of Document shall supersede captions or headings.

PARTICIPANT(S) AGREES TO THE USE BY SOUTH BEACH HELICOPTERS OF PARTICIPANT(S) NAME AND/OR PHOTOGRAPHS AND/OR VIDEO OF PARTICIPANT(S) OR TAKEN BY PARTICIPANT(S) FOR, INCLUDING BUT NOT LIMITED TO, SOUTH BEACH HELICOPTERS' PROMOTIONAL MATERIAL, WEBSITE, AND/OR SOCIAL MEDIA ETC.

PARTICIPANT ACKNOWLEDGES HAVING BEEN SUFFICIENTLY BRIEFED AS TO THE RISKS CONTEMPLATED BY THIS DOCUMENT AND PARTICIPANT REPRESENTS BEING FAMILIAR AND COMFORTABLE WITH ALL NORMAL AND EMERGENCY PROCEDURES FOR THE ADVENTURE ACTIVITIES. PARTICIPANT HAS READ AND UNDERSTANDS THIS DOCUMENT AND ALL PARTS THEREOF, AND PARTICIPANT IS AWARE THAT BY ELECTRONICALLY EXECUTING THIS DOCUMENT THAT PARTICIPANT FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS ACKNOWLEDGED AS HAVING BEEN RECEIVED, IS FOREVER WAIVING CERTAIN LEGAL RIGHT(S) WHICH PARTICIPANT, ITS HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

PARTICIPANT AGREES THAT IS AUTHORIZED TO ENTER INTO THIS DOCUMENT FOR AND ON BEHALF OF HIM/HER SELF AS WELL AS FOR ANY AND ALL PERSON(S) IN FOR WHOM PARTICIPANT MAY BE AUTHORIZED AS A PARENT OR GUARDIAN AND FOR THOSE IN PARTICIPANT'S PARTY INCLUDING, BUT NOT LIMITED TO MINORS.

VALID GOVERNMENT ISSUED ID REQUIRED.

PARTICIPANT SIGNATURE : \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT FULL NAME : \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN FULL NAME: \_\_\_\_\_