

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to use the infrastructure and participate in the sport of hang gliding and/or paragliding/paramotoring and other activities provided by Laghi Fly Trip, the undersigned pilot (Pilot) (and the parent or legal guardian of Pilot if Pilot is a minor), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. I have read the rules of my Federal Aviation Administration that grant me permission to fly hang gliders and/or paragliders and/or paramotors and I understand that my permission for hang gliding and/or paragliding and/or paramotor flight is premised upon me assessing the dangers involved and my assumption of all responsibility for my personal safety.

B. I represent that I have fulfilled my obligation under the law - that I have personally assessed the dangers involved in hang gliding and/or paragliding/paramotoring, and I assume all responsibility for my personal safety.

C. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. "PARTICIPATION IN THE SPORT" means launching/kiting (and/or assisting another in launching/kiting), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) a hang glider, paraglider or paramotor.

2. "SPORTS INJURIES" means personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilot as a result of Pilot's PARTICIPATION IN THE SPORT and, If Pilot is under 18 years of age, "SPORTS INJURIES" also includes the personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained by Pilot's parents and legal guardians, as a result of Pilot's PARTICIPATION IN THE SPORT.

3. "RELEASED PARTIES" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:

a) **Laghi Fly Trip;**

b) **The Confederação Brasileira de Voo Livre (CBVL)**, the Brazilian regulator entity;

d) Each CBVL Certified Instructor, Mentor, Observer, Examiner, or Administrator that has ever been involved in Pilot's flying activities;

e) Each of the person(s) sponsoring and/or participating in the administration of Pilot's proficiency rating(s);

f) The Brazilian government and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions Pilot launches, flies and/or lands;

h) Each of the property owners on or over whose property Pilot may launch, fly and/or land;

i) All persons involved, in any manner, in the sports of hang gliding and/or paragliding/paramotoring at the location(s) where Pilot PARTICIPATES IN THE SPORT. "All persons involved" includes, but is not limited to, spectators, hang glider pilots, paraglider pilots, paramotor pilots, powered ultralight pilots, assistants, drivers, instructors, schools,

observers, examiners, administrators, owners of hang gliding equipment and owners of paragliding/paramotor equipment.

D. I FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HEREAFTER HAVE FOR SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE (WHETHER ACTIVE OR PASSIVE) OF ANY OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

E. I WILL NOT SUE OR MAKE A CLAIM against any of the RELEASED PARTIES for loss or damage on account of SPORTS INJURIES. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the RELEASED PARTIES.

F. I agree that Agreement shall be governed by and construed in accordance with the laws of the Brazilian Government. Any lawsuit concerning SPORTS INJURIES or otherwise arising under, in connection with or incident to this Agreement must be filed, if at all, within twelve (12) months of the accrual of such cause of action. Each of the RELEASED PARTIES, whether or not parties to this Agreement, are intended beneficiaries of this Agreement and each of them may enforce each and every provision of this Agreement against me as though they were parties to this Agreement.

G. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

H. This Agreement shall apply to any and all SPORTS INJURIES occurring at any time after the execution of this Agreement. This Agreement is in addition to and is not intended to replace any other agreements related to liability for SPORTS INJURIES that Pilot (or Pilot's parents or legal guardians) may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, Pilot (and Pilot's parents or legal guardians) intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

I. I REPRESENT THAT Pilot is at least 18 years of age, or, that I am the parent or legal guardian of Pilot and am making this Agreement on behalf of myself and Pilot. If I am the parent or legal guardian of Pilot, I AGREE TO INDEMNIFY AND REIMBURSE the RELEASED PARTIES for their defense and indemnity from any claim or liability in the event that Pilot suffers SPORTS INJURIES as a result of Pilot's PARTICIPATION IN THE SPORT, even if caused in whole or in part by the action, inaction or negligence (whether active or passive) of any of the RELEASED PARTIES, to the fullest extent allowed by law.

J. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE (WHETHER PASSIVE OR ACTIVE) OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW. I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN HANG GLIDING AND/OR PARAGLIDING/PARAMOTORING AND THAT ACTION, INACTION OR NEGLIGENCE OF OTHERS CAN INCREASE THOSE DANGERS. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PREVENT ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT,

FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY PILOT IN CONNECTION WITH HANG GLIDING/PARAGLIDING. WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Pilot's Signature Date Print Pilot's Name

Signature of Pilot's Parent or Legal Guardian if under 18 years old Date Print Pilot's Name