



Liability Waiver Form
The ZERO-G Experience®

Acknowledgement and Express Assumption of Risk
And Full Release of Liability

I, _____, the participant in the Zero Gravity Corporation (hereinafter referred to as “ZERO-G”) weightless flight experience (the “ZERO-G Experience®”), understand that during my participation in the ZERO-G Experience® I may be exposed to a variety of hazards and risks foreseen and unforeseen, which are inherent in or may result from each ZERO-G Experience® and some of which cannot be eliminated without destroying the unique character of the ZERO-G Experience®. These inherent risks include, but are not limited to the dangers of property damage, personal injury or illness (minor or serious) and/or death (“Injuries & Damages”) resulting from weightlessness, the conduct of the ZERO-G Experience®, flight malfunction or mechanical failure and/or anything else related to the ZERO-G Experience®. Some of the specific risks include, but are not limited to: injury or illness from sudden changes in gravity, altitude and/or turbulence, and could include physical contact of your body with the interior of the aircraft and other participants during weightlessness, as well as objects and liquids floating in the aircraft. I understand and acknowledge that I have been provided with information on the ZERO-G Experience®. I have fully reviewed and fully understand such information. I have been afforded the opportunity to discuss the ZERO-G Experience® with my health care provider or physician and ZERO-G has explained these risks to me and has not tried to conceal, contradict or minimize my understanding of these risks. I understand that Injuries & Damages can occur by natural causes or activities of other persons, other participants, the Mission Director and Coaches, assistants or other third parties, as a result of negligence, the conduct of the ZERO-G Experience® or because of other reasons. I also understand that risks of such Injuries & Damages are involved in such high adventure programs as the ZERO-G Experience® and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards and that despite exercising such care Injuries & Damages may occur. I further understand that there may not be rescue or medical personnel on board the aircraft to address and treat the Injuries & Damages to which I may be exposed as a result of the ZERO-G Experience®. Parabolic flight is offered under Part-121 with certain exemptions from Part-91 and Part-25 of the Federal Air Regulations (FAR), which the Federal Aviation Administration has determined do not adversely affect safety. Risks include that of decompression and loss of consciousness. While the probability of an explosive decompression on the ZERO-G aircraft is similar to any other Part-121 operation, the implications of not getting oxygen into the body immediately could be significant.

In consideration for my acceptance and participation in the ZERO-G Experience®, and the training, services and amenities to be provided by ZERO-G in connection with this Flight, I confirm my understanding that:

- I have read any rules and conditions applicable to this flight made available to me by ZERO-G; and I acknowledge my participation is at the discretion of the “Mission Director.”



- If I decide to leave early and do not complete the total *ZERO-G Experience®*, I assume all the risks inherent in my decision to leave and waive all liability against ZERO-G arising from my decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE ALL CLAIMS AND RELEASE FROM LIABILITY** Zero Gravity Corporation, Everts Air Cargo and all of their respective affiliated companies, parent companies and subsidiaries, and their officers, directors, employees, agents, consultants, attorneys, leaders, and any other related persons or entities, from **any and all liability** on account of, or in any way resulting from Injuries & Damages, even if caused by negligence, whether active or passive, of the Zero Gravity Corporation, Everts Air Cargo, and all of their respective affiliated companies, parent companies and subsidiaries, and their officers, directors, employees, agents, leaders, or other related persons or entities in any way connected with the *ZERO-G Experience®*. I further agree to **HOLD HARMLESS** Zero Gravity Corporation, Everts Air Cargo and all of their respective affiliated companies, parent companies and subsidiaries and their officers, directors, employees, agents, consultants, attorneys, leaders and any other related persons or entities from any claims, Injuries & Damages or losses caused by my own negligence, whether active or passive, while participating in the *ZERO-G Experience®*. I understand and intend this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes and is binding upon any of my minors and any minors accompanying me on the *ZERO-G Experience®*.
- I agree that this waiver and liability release shall be governed by the laws of the Commonwealth of Virginia, without regard to the principles of the conflicts of laws thereof, and any disputes arising under this agreement shall be brought only before the courts in the Commonwealth of Virginia.
- I have read this document in its entirety, I fully understand its contents and the claims I am releasing and the hold harmless agreement, and I freely and voluntarily assume all risks of such Injuries & Damages and notwithstanding such risks, I agree to participate in the *ZERO-G Experience®*.

Signature

Date

Printed Name

Flight Date

Parent or Legal Guardian Signature

(for participants under 18 years of age)

Date

Printed Name

Flight Date