

PARTICIPANT AGREEMENT

SECTION I: PERSONAL AND CONTACT DATA OF THE PARTICIPANT (the “Participant”)

NOTE: You must enter your name above EXACTLY as it appears on your official government-issued ID such as your passport or birth certificate

Given Name(s):

Last Name:

Email:

Weight in pounds:

Cell Phone:

Date of Birth (yyyy-mm-dd):

Street Address:

City, Prov., Postal Code:

SECTION II: AGREEMENT TO WAIVE LIABILITY, ASSUME RISK AND INDEMNITY

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION. PLEASE TAKE ADEQUATE TIME TO REVIEW AND READ CAREFULLY.

The Participant named in Section I (the “Participant”) hereby understands and acknowledges that participating in flight school activities including, but not limited to, the flying of aircraft, flying in aircraft, flight instruction, aircraft rental, aerobatics, aircraft operations, ramp operations, and activities associated with these activities (each a “Flight Activity” and collectively, the “Flight Activities”) provided by Fly Genesis Inc., operating as Genesis Flight College (“Genesis”), may expose the Participant to many inherent risks, including damage, loss, or injury to Participant’s person or property, accidents, injury, illness, or death (collectively, the “Damages”).

The Participant further acknowledges that:

Participation in Flight Activities is expressly conditional on agreement to the terms of this Liability Waiver.

Flight Activities have inherent and unforeseeable risks which may result in serious injury, death or property damage.

Participation in the Flight Activities is entirely voluntary.

The Participant is aware that good mental and physical health is required to undertake Flight Activities and they represent and certify that the Participant is in good health and physically and mentally capable of performing the particular Flight Activity in which the Participant chooses to participate.

If at any point, prior to or in the course of a Flight Activity, the Participant is under the influence of any substance or is for whatever reason unable to safely participate in a Flight Activity, the Participant must notify an instructor or other Genesis representative immediately.

The Participant freely accepts and fully assumes all risk of the Damages associated with



the Participant attending or participating in such Flight Activities, regardless of how such Damages occur, even if arising from any negligent act or omission or carelessness of Genesis, their affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, heirs, executors, legal representatives, administrators, successors and assigns (collectively, "Releasees").

After having read this Release and Waiver and knowing these facts, and in consideration of the acceptance of the Participant's attendance or participation in the Flight Activities, the Participant agrees, on behalf of itself and themselves, and anyone entitled to act on behalf of the Participant, including their respective heirs, executors and administrators, to INDEMNIFY, HOLD HARMLESS, WAIVE, RELEASE AND FOREVER DISCHARGE the Releasees from all Claims (as defined herein) whatsoever which the Participant ever had, now has or may hereafter have, whether at common law, in equity, by statute or otherwise, whether now known or unknown, arising from, in connection with or in respect of the Participant's attendance or participation in the Flight Activities, whether foreseeable or not, and notwithstanding that any such Claim may arise by reason of the negligent act or omission or carelessness of the Company.

The Participant further agrees, on behalf of itself and themselves, and anyone entitled to act on behalf of the Participant, including their respective heirs, executors and administrators, not to make any Claim or to commence or maintain any action or proceeding in respect of any matter in any way relating to the Flight Activities against (i) any of the Releasees or (ii) any person or corporation that might claim contribution or indemnity or seek declaratory relief against any of the Releasees in a third party proceeding under the provisions of any applicable law or otherwise without the consent of the Company.

In the event that the Participant should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against any of the Releasees in connection with the matters which are released and discharged herein, this Agreement may be raised as a complete bar to any such demand, action, claim or proceeding.

The Participant further agrees to indemnify and hold harmless the Company from any and all Claims which hereinafter may be brought or made against the Company arising or to arise, directly or indirectly, by reason of or relating to the Participant's attendance or participation in the Flight Activities, including but not limited to loss or damage to property and any and all personal injuries, including death of others or the Participant.

For the purposes of this Release and Waiver, the term "Claim" includes any claims, disputes, demands, complaints, actions, applications, suits, causes of action, injunctive or any other relief, accountings, charges, debts, dues, duties, interest, penalties, liabilities, expenses, costs, damages, or losses, contingent or otherwise, of any kind or nature, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing, and the term "Claims" shall refer to each Claim collectively.

This Release and Waiver is for the benefit of the Releasees and is binding upon the Participant, the Parent/Guardian and anyone entitled to act on behalf of the Participant, and it may be raised as a complete bar to any and all Claims in respect of the Participant's attendance or participation in the

Flight Activities.

The provisions of this Release and Waiver shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The Participant irrevocably attorns to the jurisdiction of the Ontario courts and hereby agrees to commence any proceeding in Toronto, Ontario. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

AGREEMENT

I certify that I have read, understood, and agree to the terms set out in this Section II;

I have signed this agreement of my own free will; and

I am voluntarily waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators, and next-of-kin), including the right to sue Genesis and the Releasees.

Participant Signature: _____ Date: _____

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SECTION III: BILLING INFORMATION

Name on Card:

Credit Card #:

Expiry Date:

Security Code:

Billing Postal Code:

SECTION IV: CANCELLATION AND NO-SHOW POLICY

Reservations must be cancelled within 24 hours of the flight to avoid penalties, weather cancellations excepted. The penalty for late cancellation or no-show is \$200.

Once a reservation is confirmed by Genesis Flight College, please notify us by phone or email of any cancellation or modification of the booking at least 1 day (24 hours) before the flight reservation. In the event of a cancellation within 24 hours of the reservation, or a no-show, a fee of \$200 will be charged to the credit card provided above.

A reservation is not confirmed until a credit card has been placed on file.

For weather or other scheduling issues, Genesis may request to reschedule the reservation to a date agreeable to the Participant, or the reservation may be cancelled by the Participant without penalty.

AGREEMENT

I certify that I have read, understood, and agree to the terms set out in this Section IV;

I understand that failure to provide 24 hours cancellation notice will result in a charge of \$200.

Participant Signature: _____ Date: _____