

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

MILE HIGH DIVE CLUB, LLC, a Colorado limited liability company (the "Company"), remains committed to the safety of its students, staff and guests. The COVID-19 virus is highly contagious, and the Company is requiring anyone using its facilities to sign this Supplemental Waiver & Release.

I have carefully read this Supplemental Waiver & Release, including the terms and conditions set forth on the reverse of this page. I understand its contents, and I am aware that I am releasing certain legal rights that I and the person(s) listed below otherwise may have. This Supplemental Waiver & Release is in addition to any other waiver, release or other agreement the undersigned has delivered to the Company. I further understand and agree that in signing this Supplemental Waiver & Release, the undersigned expressly **ACKNOWLEDGES AND ASSUMES ANY AND ALL RISKS AND DANGERS** in coming into contact with and/or contracting the COVID-19 virus by using the Company's facilities, and that physical illness, injury and/or death may result from such.

The undersigned warrants and represents to the Company that neither the undersigned nor anyone in the undersigned's household or with whom the undersigned has had contact has been diagnosed with the COVID-19 virus, has had since February 1, 2020 any of the symptoms of the COVID-19 virus, including without limitation coughing, sore throat and fatigue, or otherwise been in an area or region that has been restricted or sheltered within two weeks prior to or during such restrictions and/or sheltering have been in place. The undersigned agrees not to use the Company's facilities if the undersigned exhibits any of the symptoms of COVID-19 or is otherwise not in good health.

In consideration for allowing the undersigned to use the Company's facilities, the undersigned hereby agrees not to sue the Company, and its affiliates and their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, managers, members, partners and other related parties (each a "Released Party") for any injury or loss to undersigned, including death, which undersigned may suffer, arising in whole or in part out of undersigned's use of the Company's facilities. By agreeing not to sue, the undersigned is releasing any right to make a claim or file a lawsuit against any Released Party.

In addition, the **UNDERSIGNED AGREES TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from undersigned's use of the Company's facilities and/or the undersigned's breach of the warranties, representations or covenants set forth herein. By execution of this Agreement, the undersigned also **AGREES TO DEFEND AND INDEMNIFY** each Released Party from any and all claims of the undersigned and/or a third party arising in whole or in part from undersigned's use of the Company's facilities.

The undersigned agrees that any and all claims for injury and/or death arising from the undersigned's use of the Company's facilities shall be governed by Colorado law and the exclusive jurisdiction of any claim shall be in the District Court residing where the alleged incident occurred or in the Federal Court for the State of Colorado.

By signing this Agreement as the parent or legal guardian of a minor undersigned, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned's parent or legal guardian agrees that but for the foregoing, the minor undersigned would not be permitted to use the Company's facilities. In the event that the parent or legal guardian of a minor undersigned also uses the Company's facilities, then this Agreement shall be binding on the undersigned individually and as the parent or legal guardian of any minor undersigned.

MINOR UNDERSIGNED INFORMATION – FOR PERSONS UNDER 18

As a parent/guardian of the minor undersigned(s) named below, and/or as an undersigned, I agree to be bound by this release and hereby indemnify the Released Parties as set forth above.

Minor undersigned #1 Full Name (print)

Minor undersigned #2 Full Name (print)

Minor undersigned #3 Full Name (print)

Minor undersigned #4 Full Name (print)

ADULT UNDERSIGNED / PARENT & LEGAL GUARDIAN INFORMATION

By execution of this Supplemental Waiver & Release, the undersigned accepts and agrees to its terms:

Adult #1 Full Name (print)

Adult #2 Full Name (print)

Adult #1 Signature

Adult #2 Signature

Date

Date