

RELEASE AND WAIVER OF LIABILITY AGREEMENT

WHEREAS, Gimbal Innovations, Inc. or its affiliate (“Gimbal,” “we,” “us” or “our”) produces and sells its Momentum 1080 Flight and Motion Simulator (“Simulator”) and is willing to permit the individual signing this agreement to purchase the Simulator for the individual’s own personal, noncommercial use (the “Activity”), upon the terms and conditions of this agreement and other applicable terms. Gimbal and the purchasing individual may be collectively referred to as (the “Parties”).

In consideration for the opportunity to purchase the Simulator, the individual signing below hereby stipulates and agrees:

- 1. Assumption of Risk.** I understand and acknowledge that the Activity I want to participate in may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activity will not be supervised and that Gimbal does not provide medical services. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE SIMULATOR AND PARTICIPATION IN THE ACTIVITY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY WILLFUL MISCONDUCT OR NEGLIGENCE OF GIMBAL.
- 2. Release from Liability.** I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release Gimbal and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my purchase of the Simulator and participation in the Activity, whether caused by the willful misconduct or negligence of Gimbal or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activity.
- 3. Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while participating in the Activity.
- 4. Indemnification.** I hereby agree to defend, indemnify and hold harmless Gimbal and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my participation in the Activity.

5. **No Representations by Gimbal.** I acknowledge that Gimbal makes no representation as to the safety of the Activity or the Simulator. I accept and shall use the Simulator in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by Gimbal or Gimbal’s employees, agents, sponsors, or representatives regarding this agreement or the Simulator or Activity, except to the extent such representations are expressly set forth in this agreement or the Purchase Terms and Conditions for the Simulator.
6. **Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Hamilton County, Cincinnati, Ohio, or a United States District Court, Southern District of Ohio, located in Cincinnati, Ohio, except as otherwise agreed by the parties.
7. **Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
8. **Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
9. **Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Simulator, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.
10. **Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
11. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS ON MINE, INCLUDING THE RIGHT TO SUE GIMBAL. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE

OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.