

## **BLADE Flight Waiver**

This Waiver and Release of Liability (this "Release") pertains to the air transportation coordinated by the Released Parties (as defined below) referencing this Release (the "Blade Flights"). The purchase, reservation, and/or participation in a Blade Flight will indicate the acceptance of the terms of this Release by the individual(s) purchasing, reserving, or otherwise participating in a Blade Flight ("Releasor") and confirmation that Releasor will release the Released Parties of liability in accordance with the terms of this Release. For purposes of this Release, ("Released Parties") means, collectively, Blade Urban Air Mobility, Inc. ("Blade") and Bilt Technologies, Inc., ("Bilt") as well as their respective parent, subsidiary, and affiliate companies and each of their respective directors, officers, employees, members, agents, representatives, successors, and assigns. By purchasing, reserving, or otherwise participating in a Blade Flight for yourself or on behalf of a third party (e.g., your employer, your employee, your minor child, your spouse, your friend, your relative, etc. (each a "Participant")) you represent and warrant that you have the full legal authority and permission and right to contract, including the authority to accept all of the terms of this Release, for and on behalf of yourself and any Participant. You further represent and warrant that you have conveyed the terms of this Release to each such Participant. Releasor (for themselves and any Participant(s)) acknowledges that the Released Parties are not direct air carriers and will not operate or be in operational control of the Blade Flights. The Blade Flights will be operated by third-party direct air carriers and the Released Parties will have no responsibility or liability for any transportation services operated by such third parties. Releasor (for themselves and any Participant(s)) understands that the Blade Flights will involve air transportation and carry certain inherent risks that cannot be eliminated completely, including without limitation, property damage, bodily injury, and/or death. By reserving or otherwise participating in a Blade Flight, Releasor (for themselves and any Participant(s)) acknowledges that they are aware of these risks, have conveyed these risks for Participants, and freely assumes, and each Participant assumes, any and all responsibility for any and all related damages and risks, both known and unknown, even if arising from the negligence of the Released Parties. **RELEASOR ACKNOWLEDGES (FOR THEMSELVES AND ANY PARTICIPANT(S)) THAT BLADE FLIGHTS ARE ENTIRELY OPTIONAL AND VOLUNTARY AND THAT RELEASOR ACKNOWLEDGES (FOR THEMSELVES AND ANY PARTICIPANT(S)) HAVE FREELY ELECTED TO PARTICIPATE NOTWITHSTANDING THE POTENTIAL RISKS INVOLVED, KNOWN AND UNKNOWN, INCLUDING SERIOUS INJURY OR DEATH.** In no event will the Released Parties be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential and/or incidental, arising out of or relating to the participation of Releasor or any Participant in the Blade Flights or otherwise in connection with the Blade Flights, including, without limitation, death, bodily injury, property damage, emotional distress and/or any other damages. Neither Releasor nor any Participant, will bring any legal action or lawsuit against the Released Parties for any claims, damages, or liabilities arising out of the purchase, reservation, and/or participation in a Blade Flight. To the fullest extent permitted by applicable law, Releasor, on behalf themselves and each Participant and their respective heirs, assigns, representatives, next of kin, agents, executors and attorneys hereby fully and forever releases, indemnifies, holds harmless, waives and discharges the Released Parties from any and all liabilities, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever arising out of any loss, damage, disability or injury, including death, arising out of or related to Blade Flights that may be sustained by Releasor or a Participant whether caused by the negligence of a Released Party or otherwise. If any term or provision of this Release is held to be illegal, invalid, or unenforceable, such illegality,

invalidity, or unenforceability shall not affect any other term or provision of this Release, and this Release shall be deemed amended to the extent necessary to make it legal, valid, and enforceable.