

Discovery Aviation, Inc.
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in Discovery Aviation, Inc. (herein referred to as “Discovery Aviation”) activities, which includes activities such as, but not limited to, aircraft rental, member fly-ins, safety meetings, ground instruction, discovery flights, flight instruction, social events, volunteer events, other training, or any activities through or related to Discovery Aviation (herein referred to as “activities”), I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Discovery Aviation, the Board of Directors of Discovery Aviation, or any of its and/or their officers, agents, owners, employees, their spouses, legal representatives, heirs, dependents and assigns, business associates and partners, and its related/affiliated organizations including, but not limited to organizations owning and leasing aircraft and simulators to Discovery Aviation (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, and/or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of Discovery Aviation, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Discovery Aviation does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, and/or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the activities described herein, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise, to the fullest extent allowed by law.

3. I certify that I am physically fit, and capable of participating in the described activities, and have not been advised or have reason to know of any impairment which would inhibit my ability to participate in the described activities. I certify there are no health-related reasons or problems

which would preclude my participation in the described activities, including flying as a student or pilot-in-command of a Discovery Aviation aircraft.

4. I acknowledge that this Waiver and Hold Harmless Agreement will be used by Discovery Aviation and any and all organizers, sponsors or other parties participating in the described activities, and that it will govern my actions and responsibilities at such activities. I further acknowledge and agree that I will follow any and all rules stated, posted or otherwise made known to me by RELEASEES.

5. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any and all loss, liability, damage, and/or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise, to the fullest extent allowed by law.

6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State California and that any mediation, suit, litigation, or other proceeding must be filed or entered into only in California and the federal or state courts of California, to the exclusion of the Courts of any other State or Country. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

7. I agree to fully reimburse the RELEASEES for all attorneys' fees, damages and costs incurred in any suits, claims or actions made by me, my spouse, parents, executors, legal representatives, dependents, successors, heirs, and assigns, in violation of this Waiver and Hold Harmless Agreement.

8. I agree that if I rent aircraft, simulators, or other equipment from Discovery Aviation, it is for my own personal enjoyment and pleasure, and not for commercial use (other than flight instruction if I am a duly qualified certified flight instructor who has been formally checked out in the rental aircraft by a Discovery Aviation approved flight instructor). I agree that I shall be responsible for appropriate and necessary training for use of aircraft, simulators, or other equipment, or I will be under the supervision of an approved flight instructor. I further shall be

responsible for ensuring possession of applicable airman certificates, licenses, medical and ratings for use of the aircraft, simulators, or other equipment. I agree to use and operate aircraft in accordance with all applicable sections of Title 14 of The Code of Federal Regulations 14 (also known as the Federal Aviation Regulations), and in accordance with the privileges and limitations of applicable airman certificates and ratings I hold, unless under the supervision of a flight instructor, who will be acting as pilot-in-command and will be responsible for the operation under the same regulations.

9. I agree that If I rent an aircraft, I accept that I am fully and solely responsible for establishing that the aircraft is in a condition fit for use and for determining that the aircraft will remain in a safe and fit condition for and during use. I understand, agree, and accept that Discovery Aviation assumes no responsibility, at any time, for the condition of the aircraft and that such responsibility lies completely and solely with me. Discovery Aviation makes no warranties and specifically disclaims all warranties, expressed or implied. Discovery Aviation will make maintenance records available for inspection if requested.

10. This Waiver and Hold Harmless Agreement contains the entire integrated agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon Discovery Aviation or myself hereto unless set forth in writing and duly executed by both Discovery Aviation and me. No modifications to this agreement can be made without express written approval by an Officer of Discovery Aviation.

11. This waiver shall be construed broadly, so as to provide a release and waiver to the maximum extent permitted by law. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; I am fully aware of the legal consequences of signing it; I have had the opportunity to consult an attorney before signing; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Hold Harmless Agreement on this

_____ day of _____, 202_____, hereby the effective date of this agreement.

PARTICIPANT signature: _____ Print Name: _____

WITNESS signature: _____ Print Name: _____

If the participant is under 18 years of age, a Parent/Guardian must sign:

I am the legal parent / guardian of _____. By signing below, I certify that I have read and understand the foregoing Waiver and Hold Harmless Agreement and hereby give permission to my child/ward to participate in the activities provided by Discovery Aviation

IN WITNESS WHEREOF, I have signed this Waiver and Hold Harmless Agreement on this

_____ day of _____, 202_____, hereby the effective date of this agreement.

Parent/Guardian signature: _____ Print Name: _____

WITNESS signature: _____ Print Name: _____