



## PILOT'S HISTORY FORM

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Mi: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Current Weight: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Country of Citizenship: \_\_\_\_\_

Have you ever had an aircraft accident? \_\_\_\_\_

Have you ever had disciplinary action from the FAA? \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**FAA CERTIFICATE(S) AND MEDICAL: (please indicate current pilot certificates and ratings you hold)**

**Category/Class:** \_\_\_\_\_ **Certificate Number:** \_\_\_\_\_ **Date Issued:** \_\_\_\_\_

\_\_\_ Student                      \_\_\_ Private                      \_\_\_ Commercial                      \_\_\_ ATP

\_\_\_ Airplane: Single Engine Land                      \_\_\_ Airplane: Multi Engine Land

\_\_\_ Airplane: Single Engine Sea                      \_\_\_ Airplane: Multi Engine Sea

**Ratings/Endorsement:** \_\_\_\_\_

\_\_\_ Instrument Rating                      \_\_\_ Tailwheel                      \_\_\_ Complex

**Flight Instructor Certificate:** \_\_\_\_\_ **Certificate Number:** \_\_\_\_\_ **Date Issued:** \_\_\_\_\_

\_\_\_ CFI                      \_\_\_ CFI-SP                      \_\_\_ CFII                      \_\_\_ CFIMEI

**Medical** \_\_\_\_\_

\_\_\_ 1st Class                      \_\_\_ 2nd Class                      \_\_\_ 3rd Class

The information submitted above is true and correct to the best of my knowledge. I understand that falsifying information on this form is grounds for termination of my relationship with CACTUS AVIATION INC.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## CACTUS AVIATION RENTAL AGREEMENT

This rental agreement shall govern the relationship between Cactus Aviation, Inc., hereafter referred to as a Company, and \_\_\_\_\_, hereinafter referred to as Renter, for all rental transactions between Company and Renter. This agreement replaces any previous agreement.

Stipulations for use of aircraft:

1. The following training prohibitions exist for all Company aircraft:  
only exception is required endorsement for Instructor Certificate.  
Must be dual received by a Cactus Aviation Instructor.
2. Renter agrees to use Company aircraft for their personal purposes and is in no way authorized to act as an agent of the Company. **Renter will not conduct flights for the purpose of giving flight instruction or any other commercial purposes.**
3. Renter shall hold certificates and ratings issued by authorized agencies of the United States of America as appropriate for the type of aircraft to be operated. Further, the Renter must possess a current FAA issued medical certificate, and photo identification on their person during flight.
4. During the time in which Renter possesses and uses the Aircraft, renter shall assume and maintain full operational control over the aircraft.
5. Renter will provide background information to the Company of: (i) Any incident or accident, major or minor, they have ever been involved in whether or not Company aircraft was involved; (ii) Any action taken by Federal, State or Local authorities against their certificates.

6. Renter agrees to engage in flight checks and aircraft checkout by the appropriate Company flight instructor. Renter further agrees to flight checks for any of these conditions/situations:
  1. Renter has not flown a Cactus aircraft within the **previous 90 days**.
  2. Instrument Flight Rules (IFR) proficiency flights.
  
7. Renter is expected to perform a thorough preflight inspection as specified in 14 CFR Part 91, Subpart B for any aircraft intended for flight. The Renter is expected to note any discrepancies with the aircraft and to refuse operation of any aircraft that does not meet the requirements as set forth in 14 CFR Part 91, sections 91.7 and 91.9 and other sections as applicable. A Renter who begins a flight in an aircraft that is known to be in an unairworthy condition assumes all liability and responsibility for damage or injury that may result from such action.
  
8. Renter agrees to use all applicable aircraft checklists for each appropriate phase of operation including preflight inspection, pre-engine startup, taxi, takeoff, cruise, landing, engine shutdown, and post-flight.
  
9. Renter will ensure that the aircraft is operated with (i) proper quantity and type of engine oil (ii) proper octane of fuel; and (iii) adequate fuel is loaded for the intended flight.
  
10. Renter is responsible for the proper operation of all equipment in the aircraft.
  
11. Renter agrees to comply with the provisions of 14 CFR Part 91 Subpart B (specifically 91.103) for all flights.
  
12. Renters will never interfere with the operation of the Hobbs or tachometer of an aircraft. This includes disconnection of wiring, pulling of fuses or circuit breakers, setting of flight controls into unsafe positions.
  
13. Renters are strongly encouraged to file an FAA flight plan for all cross-country flights.

14. For Renters who are Student pilots:
  1. Solo students must receive authorization from a Company flight instructor for every solo flight.
  2. Solo students will operate airplanes within the crosswind component assigned by Company flight instructor.
  
15. Renter agrees to ensure the aircraft is parked and secured with particular attention to the following:
  1. Flight control/gust locks in place.
  2. Tie down aircraft.
  3. Master, avionics, and ignition switches off.
  4. Seat belts secured inside the aircraft.
  5. Doors completely closed.
  6. Wipe down the leading edge of wings.
  
16. Renters are encouraged to always exercise conservative decisions when faced with possible delays due to weather or mechanical problems.
  
17. Renter understands that he/she is prohibited from:
  1. Hand-propping to start an aircraft.
  2. Carrying pets.
  3. Smoking, or allowing smoking, in or near an aircraft.
  4. Operating an aircraft in violation of terms of the agreement.
  5. Starting, taxing, or flying an aircraft while under the influence of alcohol or drug(s).
  6. Operating in violation of: (i) provisions of the FAR (14 CFR); (ii) in violation of State, or Local law; (iii) in violation of any Letter of Agreement executed by Company with the home or local airports.
  7. Operating beyond the limitations of the aircraft as described in the flight manual, placards, safety notices or Company operating procedures.
  8. Operating the aircraft outside the continental USA.
  9. Operating outside VFR and IFR weather minimums.
  10. Operating at unlit airports during night operations.
  11. Operating at airports with unpaved runways and/or taxiways.
  12. Operating at airports where intended runways have usable length based on parameters of the aircraft POH, adding 20% conservative factor.
  13. Operating the aircraft for illegal purposes.

14. Allowing any person other than the Renter who signed the agreement, has been checked out, and has insurance and all documents on file, to be sole manipulator of the aircraft.
15. Operating the aircraft any flight for which the Renter is not properly rated or certified.
18. Renter agrees to operate the aircraft from the left seat as the sole manipulator of the controls. Exception is made for CFI students with a "Right Seat Addendum" on file.
19. Renter agrees to not tamper with nor attempt to repair any part of the aircraft (including equipment and accessories). Renter will contact Company for instructions on how to proceed in situations where any aircraft equipment or accessories malfunction.
20. In the event of accident or incident involving company aircraft, Renter will act according to the tenants of NTSB Part 830; particularly:
  1. Seeking to secure the scene of the incident and as far as possible preserve and prevent any further damage to passengers or aircraft.
  2. Notifying and cooperating with the proper Federal, State, and Local authorities.
  3. Reporting the event to Company as soon as possible using the emergency communication protocol included with the aircraft documents.
  4. Preparation and filing of the required appropriate forms.
21. Renter agrees to pay for any claims or losses not covered by Company or Renters insurance policies.
22. Renters are required to obtain renters insurance. Renters may be held responsible for any and all damage to the aircraft that results from Renter's actions or negligence, including but not limited to, damage to tires and landing gear due to excessive braking or hard landings. Further, Renter will be held responsible for aircraft loss of use charges at a rate of 3 hours per day until aircraft is put back in service.
23. Renter agrees that if the aircraft is abandoned away from the home base airport, the Renter will be charged pilot expenses plus flight time at dual rates to return the aircraft to home base.

24. Renter acknowledges and agrees that the aircraft is the property of the company and that renter will return the aircraft at the scheduled time, weather permitting.
25. Renter expressly acknowledges personal liability to pay Company on demand;  
(1) Service and time charges computed at the applicable posted rates until said aircraft is returned to Cactus Aviation Inc. (2) Any loss or damage to the aircraft, it's components, parts, or equipment during the rental period. (3) The amount of any parking, tie-down, or hangar charges until the aircraft is returned to KHND.
26. Renter indemnities and holds harmless Company and licensed mechanics against any loss, damage or expense (including, without limitations, taxes, penalties, interest and reasonable attorney's fees) asserted against or suffered by Company arising out of or resulting from (i) any breach of this agreement by Renter, (ii) any liability, obligation, demand, claim, action or judgement which arise by reason or in connection with Renter's operation of Company aircraft under this agreement.
27. If aircraft and/or CFI is scheduled and cancellation notice is not given within **24 HOURS** prior to the scheduled time, there will be a **\$150.00 CHARGE**.
28. Flights over (4) hours must first be approved by the Company management which makes aircraft availability limited. Effort will be made to accommodate request, however, there is no guarantee.

Company reserves the right to cancel this agreement at any time without prior notice to Renter.

#### **FLIGHT OPERATIONS SAFETY RULES:**

- **Pilot Certificate** - Renter must hold a valid and current pilot certificate with appropriate ratings. The person named on the rental contract shall be the pilot in command. The Renter will fly the aircraft from the left seat and he/she will be responsible for the aircraft and its operation at all times.
- **Currency** - Renter must possess evidence of current flight review, medical certificate, and aircraft checkout by pilot designated by the Operator.
- **Preflight** - Renter will personally conduct a preflight inspection of the aircraft as prescribed by the manufacturer. Renter shall use the manufacturer's recommended pre-takeoff, cruise and pre-landing checklist.
- **Weather** - Renter shall plan to operate the aircraft only when the present and forecasted weather indicates VFR conditions local and enroute (ceiling of at least 2,000 feet and visibility 5 miles or greater) unless Renter is instrument rated, current for IFR and specifically approved by the Operator for IFR flight. No actual IFR flying unless approved by the Company.

- **Take-off and Landing area** - No take-off or landing shall be made on any area other than the runways of an airport designed, constructed, maintained, and used as an airport with paved runways that have a usable length based on parameters of the aircraft POH, adding 20% conservative factor.
- **Physical conditions** - Renter shall not operate the aircraft for a period of at least 24 hours after using intoxicating substances such as marijuana products, liquor, tranquilizers, and sleeping aids.
- The Renter will comply with all local, state, and federal regulations.

## **TRANSIENT MAINTENANCE POLICY**

At Cactus Aviation Inc., we make every effort to keep our rental aircraft in good mechanical condition. However, an occasional issue may occur while away from our facility. The following policies regarding the level of reimbursement for repairs while the aircraft is away from KHND will apply should a breakdown occur.

- In the event of a breakdown, notify Cactus Aviation Inc. of the problem immediately. If maintenance personnel are not available leave your name, aircraft number and telephone number where you can be contacted.
- Do not authorize any repairs to be made to the aircraft without clearance from Cactus Aviation Inc. management. Failure to do so could result in the Renter being responsible for a portion of the bill.
- Cactus Aviation Inc. will not reimburse the Renter for any overtime charges, call-out fees, or any other after-hours charges made by the maintenance facility. Other expenses incurred by the Renter as a result of a mechanical delay such as rental cars, hotel rooms, meals, airline fare, etc. will not be reimbursed.
- Cactus Aviation Inc. will reimburse the Renter for fuel purchased elsewhere provided that the Renter presents a fuel receipt from the place of purchase that shows the number of gallons purchased. The Renter will only be reimbursed up to the current fuel price at KHND.
- All repairs and fueling will be made by properly licensed facilities and personnel.



## NOTICE OF INSURANCE COVERAGE

As a Renter of an aircraft, the undersigned Operator hereby provides notice that:

1. Renter agrees to be fully responsible for the \$ 5,000.00 insurance deductible, or actual damages whichever is lower should damage occur while aircraft is in Renter's possession.
2. Renter also acknowledges that should a situation arise where damage to the aircraft occurred while in the Renter's possession and the insurance fails to cover such damage, he/she will be liable for entire cost of repairs and or replacement. Renter acknowledges that Cactus Aviation, Inc. requires renter's insurance for all aircraft renters. Minimum coverage is as follows:
  - Bodily Injury and Property Damage Liability Limits:
    - Property Damage - \$250,000
    - Each person - \$25,000
    - Each Accident - \$250,000
  - Aircraft Damage Liability Limits
    - \$50,000

*Do not sign this agreement unless you have read, understand, and agree to all of the terms and conditions.*

Having read and understood this agreement, I agree to all terms and conditions as set forth.

DATED: \_\_\_\_\_

\_\_\_\_\_ Renter's Signature

\_\_\_\_\_ Renter's Printed Name





## WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of being permitted to participate in any way in the flying of aircraft, including instructions and lessons to piloting aircraft, or flying as a passenger, pilot, or student in an aircraft ("Activities"), with Cactus Aviation Inc, his/her assignees, heirs, and beneficiaries and it's employees, officers, directors, members, managers and representatives. ("RELEASEES") the undersigned hereby acknowledges, appreciates, and agrees as follows:

1. The risk of injury in the activities of flying in an aircraft, as a passenger, pilot or student, are significant, including the potential for permanent disability and death, and while particular skills, equipment and discipline may reduce this risk, the risk of serious injury does exist:
2. **I KNOWINGLY AND FREELY ASSUME ALL OF THE RISK, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES AS DESCRIBED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY HEREIN, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. I AM FULLY AWARE OF THE RISKS INVOLVED IN SUCH ACTIVITIES, INCLUDING RISKS ARISING FROM PILOT ERROR, EQUIPMENT MALFUNCTION, AND ACTS OF GOD, SOME OF ALL OR ALL OF WHICH MAY BE BEYOND MY CONTROL AND THE CONTROL OF THE RELEASEES.**
3. I willingly agree to comply with all stated and customary terms and conditions, instructions, rules and regulations for participation in the activities including those as stated or set forth by local, state, or federal governmental agencies or regulatory bodies and/or RELEASEES. If I observe any unusual or unnecessary hazards or risks during my presence or participation I will immediately bring such to the attention of the nearest representative of RELEASEES as soon as it is practical and undertake efforts to immediately remove from further participation in the activities;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and beneficiaries, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY RELEASEES with respect to any and all injury, disability, death, or loss or damage to personal property, whether caused by the negligence of any of the RELEASEES from any claims, liabilities or damages assessed against them or as a result of any injuries or damages incurred by me as a result of my participation in the actions.
5. I understand, acknowledge and agree that this Waiver and Release covers each and every one of the Activities and events in which I participate hereafter, either directly or indirectly with one or more of the RELEASEES.
6. I understand, acknowledge and agree that I may revoke the Waiver and Release, in writing at any time and provide notification of such revocation to the RELEASEES. However, I further understand, acknowledge and agree that in such instance RELEASEES may not allow me to participate in any further activities.
7. I acknowledge and agree that should any legal action be commenced by me or my representatives, heirs, beneficiaries or assigns, against RELEASEES with respect to the interpretation or enforcement of this Waiver and Release, that this Waiver and Release shall be governed by the laws of the State of Nevada and venue with respect to any such action shall be brought only in the State and Federal Courts located in Clark County, Nevada, and that the prevailing party in such action shall be entitled to an award of its reasonable attorneys fees and costs ' in connection therewith.
8. By executing the document, I acknowledge and agree that I have been advised by RELEASEES, and have had the opportunity, to seek independent counsel to review this document and advise me as to my rights and the consequences under this document.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name (Printed)

\_\_\_\_\_  
Cactus Aviation Representative

**PARENTS/GUARDIANS OF PARTICIPANT'S OF MINOR AGE**

(Under age of 18 at time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her Release as provided above of the RELEASEES, and, for myself, my child and or heirs, assigns, representatives and from any and all liabilities incident to my minor child's involvement in participation of these activities by RELEASEES provided above.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian's Name (Printed)

\_\_\_\_\_  
Cactus Aviation Representative



## CACTUS AVIATION CREDIT CARD AUTHORIZATION FORM

Please complete all fields. You may cancel this authorization at any time by contacting the office. This authorization will remain in effect until canceled.

### Credit Card Information

Card Type: Mastercard, VISA, Amex

Cardholder Name (as shown on card):

\_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date (mm/yy): \_\_\_\_\_ CVV Code: \_\_\_\_\_

Cardholder ZIP Code (from credit card billing address):

\_\_\_\_\_

I, \_\_\_\_\_, authorize Cactus Aviation to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account. I also understand that I will receive an emailed receipt when my credit card is charged.

\_\_\_\_\_ Customer Signature \_\_\_\_\_ Date