

Flight Applicant Information And Participation Agreement

Full name _____

US Citizen ____ Yes ____ No

Permanent living address _____

City _____ State _____ Zip _____

Form of Photo Identification: _____

Birth date (month, day year) _____

Email address _____

Telephone # _____

Who do we contact in an emergency?

Name _____

Relationship _____

Phone numbers _____

Method of payment _____

I have read and agreed to the risky aspects of Light Sport Aircraft operation and this Pilot Training program in general (as discussed in greater detail on page 2 of this document). I accept these risks and will take complete responsibility, morally and economically, to accept these risks and be responsible for any injuries, death or destruction of my property or aircraft as a result of this activity on the airport premises in addition to taxi and flight operations.

Printed Name _____

Signature _____

Date _____

Participant Agreement, Waiver and Release of Liability

In consideration of being permitted to participate in any way in flying and/or instruction services of Michael D. Rosiere, his assignees, heirs and beneficiaries and/or Rosie Air LLC with all before mentioned officers, agents, employees, stockholders, plus all other persons or entities associated with this businesses (hereinafter collectively referred to as "releasees"). Although releasees has taken reasonable steps to provide you with appropriate equipment, a skilled instructor and flight instruction so you can enjoy flight in Light-Sport Aircraft, (Airplane, Weight-Shift Control Aircraft, Powered Hang Glider and/or Trike) for which you may or may not be skilled, we wish to remind you this activity is a dangerous high risk activity. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can cause loss of or damage to you, accidental injury, illness, disability, or, in some cases, permanent

trauma and/or death. Additionally, if you choose to use your own aircraft or any other aircraft, you assume complete responsibility for liability and its cost/repair if damaged or totaled.

Releasees do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and be informed of the inherent risks with your complete agreement of your responsibilities of such an activity you wish to participate in.

I the undersigned hereby acknowledges, appreciates, and agree as follows:

I am aware that this activity entails inherent risks of injury or death to myself and others. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, death and/or destruction of my property. I agree to assume all responsibility for all risks identified herein and those risks not specifically identified including negligence of releasees. I am fully aware of risks arising from pilot error, instructor error, negligence, equipment malfunction, acts of God, some or all of which may be beyond my control and the control of the releasees.

My participation in these activities is purely voluntary, no one is forcing me to participate, and I elect to participate in this dangerous activity in spite of the high risks. 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 myself from further participation in the activities.

I certify that I am fully capable of participating in these activities. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks, dangers and negligence in participating in these activities. Additionally, I agree that this applies to all activities on any airport premises in and outside the aircraft in addition to the taxi and flight activities anywhere in the United States of America.

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 any claims, damages, injuries, or loss in property I may claim or sustain, or 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 Missouri and venue with respect to any such action shall be brought only in the State and Federal Courts located in Kansas City, MO and that I will pay all legal fees and expenses of the releases for such action.

Additionally, I certify that I have medical insurance coverage and I agree to use my medical coverage for any and all of my medical costs if there is an incident or accident. (Initials) _____

I further agree I will not try and get reimbursement, litigate or make a claim against the releases for damages or any losses sustained as a result of participation in these activities. I also agree to indemnify and hold harmless the releases from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation. I will take full responsibility for, and hold harmless releases for any injury that I may suffer or inflict upon others or their property as a result of my engaging in these activities.

I have read, understood, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate and for all members of my family, including any minors accompanying me. Additionally, I have read and clearly understand this release of liability and waiver of my legal rights and also an acknowledgement of the assumption of liability by me of all risks arising out of engaging in this activity. This participant agreement, waiver and release of liability includes all intro flights, solo flight, flight training and my activities as an Light Sport Aircraft/Ultralight student and/or certificated pilot during this initial and all future activities for all releasees. I acknowledge I am not relying on any oral, written, or visual representations or statements made by releasees including those made in its brochures or other promotional material, to induce me to participate in these activities.

Signature of Participant:

Signature: _____ Date _____

Print: _____

If under 18 signature of Parent or Guardian:

Signature: _____ Date _____

Print: _____