

RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOU LEGAL RIGHTS

In exchange for participation in the activity of Flying Radio Control Model Aircrafts organized by Osprey RC Club of Homestead, Florida, and/or use the property, facilities of Osprey RC Club, I, _____ agree for myself and (if applicable) for any of the members of my family, to the following:

1. - AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Osprey RC Club, or appointed officers and representatives of Osprey RC Club.

2. - ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Osprey RC Club, Officers, members and representatives for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Osprey RC Club, whether caused by the fault of myself, my family, Osprey RC Club or other third parties.

3. - INDEMNIFICATION. I agree to indemnify and defend Osprey RC Club against all claims, causes of actions, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from me or my family's use of or presence upon the facilities of Osprey RC Club.

4. - FEES. I agree to pay for all damages to the facilities of Osprey RC Club caused by any negligent, reckless, or willful actions by me or my family.

5. - APPLICABLE LAW. Any legal or equitable claim that arise from participation in the above shall be resolved under Florida law.

6. - NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Osprey RC Club has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. - ARM'S LENGTH AGREEMENT. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as drafter of a specific term, language, or provision giving rise to such ambiguity.

8. - ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. - EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship : _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FUTHER UNDERSTAND THAT BY SIGNING THIS REALEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHT.

Dated: _____

AMA# _____

Full Name: _____

FAA# _____

Signature: _____

Osprey RC Flying Club

LIABILITY WAIVER: RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

WARNING: THIS AGREEMENT IS LEGALLY BINDING. BY SIGNING IT YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE R/C FLYING FIELD, OPERATING R/C VEHICLES, R/C PLANES, R/C DRONES OR R/C HELICOPTERS OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES PROVIDED BY OSPREY RC FLYING CLUB, SPONSORED BY OSPREY RC FLYING CLUB OR ANY AFFILIATE, OFFICER, REPRESENTATIVES OR GUESTS.

init _____ I ACKNOWLEDGE, AGREE and represent that I understand the nature of flying operating R/C vehicles and that I am qualified, in good health and in proper physical condition to participate in such activity. I further acknowledge that the activity will be conducted at facilities open to the public during the activity upon which the hazards of operating R/C vehicles are to be expected. I further agree that if at any time I believe conditions are unsafe, I will immediately discontinue further participation in the activity.

init _____ I FULLY UNDERSTAND that R/C flying activities involve risks and dangers of serious bodily injury, including permanent disability and death. These risks and dangers may be caused by my own actions, or inactions, the actions of others participating in the activity, the condition in which that activity takes place, or THE NEGLIGENCE OF THE RELEASEE'S NAMED BELOW; there may be other risks and social /economic losses either not known to me or not readily foreseeable at this time; I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation in the activity.

init _____ I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the club, their respective administrators, directors, agents, members, volunteers, employees, officers, other participants, any sponsor, advertisers and if applicable, owners and lessors or lessee of premises on which the activities take place, each considered one of the releasee's herein, from all Liability, Claims, Demands, Losses, Or Damages on my account caused in whole or in part by the negligence of the releasee's or otherwise, including negligent rescue operations; And I further agree that if, despite The Release And Waiver Of Liability, Assumption Of Risk, And Indemnity Agreement I, or anyone on my behalf, makes a claim against any of releasee's, I will indemnify, Save And Hold Harmless each of the Releasee's from any litigation expenses, attorney's fees, loss, liability, damages, or cost which any may occur of such claim.

init _____ I have and will, prior to participating in any R/C activity, inspected and will inspect all of my equipment and have determined that my equipment and all corresponding items are in good condition and suitable for use.

init _____ I am responsible for any and all guests that I invite to Osprey RC Flying Club or any activity sponsored by or hosted by Osprey RC Flying Club or any of its affiliates, agents, officers or members.

init _____ I understand that no minor may participate in any R/C activity without signed permission by Minor's parent or legal guardian.

init _____ I have read and understand the contents of this document and agree to all of its terms.

init _____ **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Osprey RC Club has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

By signing below you will accept these terms:

Name: _____ Date: _____ Sign: X _____

AMA # _____

Witness:

Club Officer name: _____ Sign: X _____