



KYLE'S WISH FOUNDATION

## Kyle's Wish Foundation – Aviation Experience Participation Waiver Waiver of Liability, Assumption of Risk, and Indemnification Agreement

In consideration of being permitted to participate in the aviation experience activities (the "Activities") conducted by **Kyle's Wish Foundation**, a registered 501(c)(3) charitable organization (the "Foundation"), I, the undersigned participant, acknowledge, understand, and agree to the following terms:

**1. Description of Activities:** I am voluntarily participating in Activities offered by the Foundation, which may include, but are not limited to, flying as a passenger in various types of aircraft provided by the Foundation, boarding and disembarking the aircraft, moving about the interior of the aircraft during ground operations and flight, and any other related activities associated with the aviation experience.

**2. Assumption of Risk:** I am aware that participation in aviation activities carries inherent risks, including but not limited to the risk of bodily injury, death, and property damage resulting from various factors such as pilot error, mechanical failure, adverse weather conditions, and other unforeseeable risks associated with flying. I understand and voluntarily accept full responsibility for all risks involved, both known and unknown, associated with my participation in the Activities.

**3. Release and Waiver:** I hereby release, waive, and covenant not to sue the Foundation, its directors, officers, employees, volunteers, agents, and any other participants (collectively, the "Released Parties") from any and all liabilities, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activities, whether caused by the negligence of the Released Parties or otherwise, except where caused by the gross negligence or willful misconduct of the Foundation.

**4. Indemnification:** I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses, including legal fees, arising from my participation in the Activities, or from any breach of this agreement by me, including any acts or omissions that contribute to the injury or damage of any person or property.

**5. Photo, Media, and Testimonial Release:** I understand that my participation in the Activities may be documented through photographs, video recordings, or electronic images by the Foundation. I am provided with the option to grant permission for the use of my image, likeness, and voice in such materials.

- **Granting Permission:** By checking this box , I hereby grant the Foundation and its affiliates the irrevocable right and permission to use my image, likeness, and voice, captured during my participation in the Activities, in any media (including the Internet), for the purposes of documentation, promotion, or advertising of the Foundation's activities, without compensation to me.

- **Opt-Out:** By checking this box , I opt-out and do not grant permission for the use of my identifiable image, likeness, and voice. I understand that my decision to opt-out will not affect my participation in the Activities.

Additionally, I am given the choice to provide an anonymized testimonial about my experience, which the Foundation may use for promotional or informational purposes.

- **Anonymized Testimonial Consent:** By checking this box , I consent to the Foundation using my testimonial in an anonymized form, ensuring that my personal identity is not disclosed in any promotional or informational material.

I understand that my choices regarding the photo, media, and testimonial release do not diminish my rights under the other provisions of this agreement, including the waiver of liability and assumption of risk.

**6. Acknowledgment and Understanding:** I acknowledge that I have thoroughly read this waiver and fully understand that it is a release of liability. I am waiving any right that I may have to bring a legal action to assert a claim against the Foundation for its negligence.

**7. Severability:** If any clause, phrase, or word of this Waiver is for any reason held to be invalid or unenforceable, such decision shall not affect the validity of the remaining portions of this Waiver, which shall continue in full force and effect.

**8. Governing Law:** This Waiver shall be governed by and construed in accordance with the laws of the jurisdiction in which the Foundation operates.

I have read this Waiver of Liability, Assumption of Risk, and Indemnification Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law.

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

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

Print Name: \_\_\_\_\_

*If the participant is under the age of 18, a parent or guardian must also read and sign this agreement.*

Parent/Guardian Signature (if applicable): \_\_\_\_\_

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

Print Name: \_\_\_\_\_