



Capital City Young Aviators, Inc.
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AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, INDEMNIFY, AND HOLD HARMLESS; CONFIRM INSURANCE COVERAGE AND LIMITATIONS, RELEASE FOR USE OF PHOTOS AND IMAGES

The listed below (The "Participant") wants to participate in the Capital City Young Aviators, Inc. ("CCYA") program, including riding in an airplane. CCYA is a nonprofit Organization whose mission includes raising funding and partnering with local professional flight clubs that will provide actual flights for each Participant. CCYA partnership for Central Ohio will be with Capital City Aviation, Inc., ("CCA"). CCA is a local flight club and training organization that provides aircraft rentals as well as professional flight instructors licensed by the Federal Aviation Administration ("FAA"). These FAA trained instructors fly a wide variety of aircraft with years of flight experience. In exchange for the Participant being allowed to take part in the CCYA program, the Participant and I agree as follows:

ACKNOWLEDGEMENT OF ACTUAL FLIGHT PROVIDER

While CCYA (Completely separate entity from CCA) is involved in supporting the participant through fund raising, mentorship program organization prior and after actual in air flight experiences, Participant acknowledges that CCYA does not have any influence on the actual condition of the aircraft, maintenance records, weather conditions, fuel supply or the actual training of the instructors or any circumstances that may arise from those circumstances. All access to airplane, airport, preflight checks, in-flight experiences, or post flight exiting of plane and airport surroundings are solely managed by the participant and Capital City Aviation (CCA), and not Capital City Young Aviators (CCYA) or any other supporting organization connected to this experience.

Initials_____

ASSUMPTION OF RISK

The Participant and I understand that flying in airplanes and being around airplanes involve risks. Serious injury or death can result from many causes including, but not limited to, airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather or terrain conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones, and concussions, or catastrophic such as paralysis, severe burns or death. If the Participant is old enough to understand these risks, I have explained them to him or her.

The Participant and I (for ourselves, our heirs, family members, personal representatives, and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the CCYA program including riding in an airplane.

Initials_____

AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE

The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) hereby release and discharge CCYA (Capital City Young Aviators, Inc.), CCA (Capital City Aviation, Inc.) and Both organizations officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners, and operators of airplanes used in the CCYA program) (collectively, the "Releasees") from any and all liability associated with Participant's participation in the CCYA program agree not to sue the Releasees or any of them for any and all claims for any injury, death, or any other legal claim arising from the Participant's participation in the CCYA program. This release, discharge, and agreement not to sue applies to all legal rights including, but not limited to, those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

Initials_____

INDEMNIFICATION

The Participant and I agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the CCYA program. This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is found to have been grossly negligent or to have engaged in willful misconduct.

Initials_____

PHOTO AND IMAGE RELEASE

The Participant and I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of the Participant taken at or derived from his or her participation in the CCYA program (the "Images") in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with CCYA's activities, programs, publications and publicity.

Initials_____

INSURANCE COVERAGE

While the aircraft maintains its own insurance coverages that are considered industry standards for the plane and flights performed through Capital City Aviation, Inc. these insurance coverage limits may or may not be satisfactory to the Participant and Participant's family in the event there is an incident or death. Insurance policies and coverage limits are available upon request. It is important that the participant or Participant's family assess these limits and determine on your own if additional coverage is necessary. We advise you obtain your own personal medical, disability or death coverages. Although not required, you understand and acknowledge this potential exposure.

Initials_____

LEGAL ADVICE

I know that I can talk to my legal advisor about this Agreement, and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law. This agreement is valid for any and all exposure through CCYA and CCA and is not limited to current year or any future years the Participant is involved.

Initials_____

Before Signing, Carefully Read This Entire Agreement

Note from CCYA: If an accident were to occur, you and the Participant (by signing this Agreement) would be giving up legal rights and may incur legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

HOLD HARMLESS

I hereby release and agree to hold CCYA harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of CCYA, or that may otherwise arise in any way in connection with any services received from CCYA. I understand that this release discharges CCYA from any liability or claim that I, my heirs, or any personal representatives may have against the organization with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection with, any services received from CCYA. This liability waiver and release extends to CCYA, Inc. and its officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners, and operators of airplanes used in the CCYA program).

I represent and warrant that I am the Participant's parent or legal guardian and that I have the authority to enter into this agreement on behalf of the Participant.

I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I HAVE AGREED TO ALL OF ITS TERMS.

Student First Name

Student Last Name

Parent/Guardian First Name

Parent/Guardian Last Name

Parent/Guardian Signature

Date

DD/MM/YYYY