

AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY

The person(s) listed below wants to take part in a hands-on event in aviation, including transport to and from the airport, participating in pre-flight procedures and riding in an airplane. I am the participant, and/or the parent or legal guardian thereof and I represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in this event, the minor(s) of whom I represent (if parent or legal guardian) as well as myself, agree as follows:

AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE

The minor(s) (if parent or legal guardian) and I, for ourselves, our heirs, family members, personal representatives and assigns, **release and discharge** the following personnel...

Host Personnel, Affiliated Club(s)/Organization(s) Personnel, Facility Operators, Pilot(s), Aircraft Owner(s),
(including officers, directors, members, chapters, employees, agents, divisions, affiliates, volunteers)

hereby referred to as the *forementioned personnel*, and agree not to sue any of the aforementioned personnel for, any and all claims against the aforementioned personnel for any injury or death arising from participation in this event. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of the aforementioned personnel, *other than those resulting from gross negligence or willful misconduct* of the aforementioned personnel.

ASSUMPTION OF RISK

We understand that activities being hosted, including aerospace exposure events, involve risks. Serious injury or death can result from many causes, including falls, vehicle incidents, pilot/driver error, event crew error, engine or mechanical failure, negligent maintenance, or weather conditions. 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. **The minor (if applicable) 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 event.**

INDEMNIFICATION

The minor (if parent or legal guardian) and I agree to indemnify and hold the aforementioned personnel harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the event. This duty to indemnify and hold the aforementioned personnel harmless applies even if negligent, however, indemnification is not required if the aforementioned personnel is grossly negligent or engaged in willful misconduct.

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. **Before Signing, Carefully Read This Entire Agreement**

Note: If an accident were to occur, you and the minor (if parent or legal guardian) (by signing this Agreement) would be giving up legal rights and incurring 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.

Name (Parent or Legal Guardian if under 18) Date Signature Weight (if you are flying)

Photo/Video Release: By choosing "YES" (below), the signee of this form hereby grants permission for the Event Personnel (hereby referred to as "hosts") to use the likeness of the signee, along with all participants printed, in photos & videos. The signee hereby irrevocably authorizes hosts to edit, alter, copy, exhibit, publish or distribute the media for purposes of publicizing the program. The signee, as well as any heirs, representatives, executors, or any persons acting on behalf of the signee, hereby releases the hosts and any person acting on his/her estate from all claims and causes of action. **YES** **NO**

Print Child Passenger's Name Weight

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Pilot Initials (if applicable):
Cert #