AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY

The person 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. The event is conducted by volunteer pilots who are licensed by the Federal Aviation Administration ("FAA"). These volunteer pilots fly a wide variety of aircraft that are also licensed by the FAA. I am the passenger, 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…

Pilot(s), Aircraft Owner(s), Affiliated Flying Club Personnel, and Affiliated Airport Personnel,
(including officers, directors, members, chapters, employees, agents, divisions, affiliates, volunteers)

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hereby referred to as the *aforementioned 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 the willful misconduct of the aforementioned personnel.

ASSUMPTION OF RISK

We understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather 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. **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 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 to the Pilot in Command to use the likeness of the signee, along with all participants printed, in photos & videos. The signee hereby irrevocably authorizes the Pilot in Command to edit, alter, copy, exhibit, publish or distribute these photos and videos for purposes of publicizing the Pilot in Command's program. The signee, as well as any heirs, representatives, executors, or any persons acting on behalf of the signee, hereby releases the Pilot in Command and any person acting on his/her estate from all claims and causes of action.

_____ **YES** _____ **NO**

_____	_____
Print Child Passenger's Name	Weight
_____	_____
Print Child Passenger's Name	Weight
_____	_____
Print Child Passenger's Name	Weight

Pilot in Command: **Ramone D. Hemphill, Sr.**
Certificate #3652487