



This Flight/Ground Instruction agreement and Waiver of Liability date _____

("Effective Date") is entered into between

AIRMAN FLIGHT TRAINING

and _____ ("Student"). DL or Document# _____

Address: _____

1. Student acknowledges that pilot training involves inherently dangerous activities.
2. Student understands that in order to qualify for FAA certification, that he/she must demonstrate proficiency in maneuvers designed to mimic emergency situations and such maneuvers are dangerous and unlikely in the course of normal flight.
3. Student agrees that each lesson will start at the pre-established time with the Instructor, and will end when the student leaves. This will determine the amount of instruction hours that will be charged for the lesson.
4. Student agrees to respect pre-established appointments with the Instructor. If the student needs to cancel the appointment he/she may do so without penalty 48 hours in advance . If student cancels the appointment after the 48 hour advance notice period, he/she will be charged 50% of the expected lesson. If the Student cancels on the day of the appointment, he/she will be charged 100% of the expected lesson. Instructor will be held by the same standard, by offering free instruction for UN-NOTIFIED missed time with the student.

COVENANT NOT TO SUE, ASSUMPTION OF RISK. AND RELEASE OF LIABILITY

(" Pilot or Participant") hereby state and affirm that I am aware that flying and activities associated with flying have inherent, foreseeable , and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my Flight Instructor(s), nor any of his/her associates, employees, officers, agents, independent contractors, or assigns (hereafter referred to as " Released Parties") shall be liable or responsible in any way for any personal injury, death, or other damages to me, my family, estate, heirs, and/or assigns that may occur as a result of my participation in flying aircraft, flying in an aircraft, flight instruction , aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as " Flight Activities "). I hereby release, exempt, and hold harmless the Released Parties from any and all claims , demands , injuries , damages, actions, or causes of action arising out of my participation in the Flight Activities, and agree not to file a claim, bring an action, or in any manner pursue the Released Parties for any such claims , demands, injuries, or damages arising out of, or in any manner due to, the Flight Activities. Additionally, I agree to defend and indemnify Released Parties for any claims, demands, injuries , damages , actions or causes of action made by third parties against the Released Parties arising out of the Flight Activities in which I am engaged, including as a result of the active or passive negligence of the Released Parties, except for the sole negligence or sole willful misconduct on the part of the Released Parties. In consideration of being allowed to participate in the Flight Activities, I hereby personally assume all risks of the Flight Activities, whether foreseen or unforeseen, known or unknown , that may befall me while I am participating in these activities. I also understand that the Flight Activities are physically demanding and that I must seek the care of a licensed and authorized medical examiner before engaging in the Flight Activities. I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation. In the event that one or more of the provisions or portions thereof of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement are determined to be illegal or unenforceable, the remainder of this Covenant Not to Sue,



Assumption of Risk and Release of Liability Agreement shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. I understand the terms herein are contractual and not merely a recital and that I have signed this document of my own free will and with the knowledge that I hereby waive my legal rights, as stated herein. I have fully informed myself of the contents of this Covenant Not to Sue, Assumption of Risk and Release of Liability Agreement by reading it before I signed it on behalf of myself and my heirs . I further state that I am of lawful age and legally competent to sign this document or that I have acquired the written consent of my parent or guardian.

AGREEMENT TO ARBITRATE

Student agrees that, upon the sole exclusive election of Instructor, any claim , dispute, or controversy(whether in contract, tort, or otherwise) arising from or relating to this FLIGHT INSTRUCTION AGREEMENT and WAIVER OF LIABILITY or relationships which result from this contract, including the validity or enforceability of this arbitration clause or any part thereof or the entire contract, shall be resolved by binding arbitration in Long Beach, California under the Rules of the American Arbitration Association. The Arbitration panel will consist of three members, all of whom must be pilots, and the chairman must be a lawyer. Each party will select the application of California substantive law without resort to California's conflicts of law rules to resolve legal issues that may arise in the course of such arbitration. Should any such controversy arising from or related to this FLIGHT INSTRUCTION AGREEMENT and WAIVER OF LIABILITY be litigated rather than arbitrated, the parties select as the sole and exclusive venue for any such litigation, the state and federal courts in Los Angeles, California.

THIS CONTRACT CONTAINS A RELEASE AND A BINDING ARBITRATION PROVISION, WHICH WILL AFFECT YOUR LEGAL RIGHTS. BY SIGNING BELOW, STUDENT UNDERSTANDS AND AGREES TO ALL THE ABOVE ITEMS.

Student Name

Student Signature