

RELEASE OF LIABILITY AND ASSUMPTION OF RISK
PLEASE READ CAREFULLY-THIS RELEASE INCLUDES IMPORTANT WAIVERS OF RIGHTS
CONTAINS MANDATORY BINDING ARBITRATION CLAUSE

The individual or individuals named below (referred to as "I" or "me") voluntarily choose to participate in flying and/ or flight training activities ("Flight Activities") in an airplane or helicopter operated by Acuity Aeroworks, LLC and/or its affiliates, subsidiaries, employees, officers and directors ("Acuity Aeroworks, LLC "). As lawful consideration for being permitted by Acuity Aeroworks, LLC to participate in Flight Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement"). I understand that this waiver and release Agreement is a material term and condition of being able to participate in Flight Activities, and that without this Agreement the increased costs and potential liabilities for Acuity Aeroworks, LLC would make Flight Activities either materially more expensive or completely unavailable to me. I AM AWARE AND UNDERSTAND THAT FLIGHT ACTIVITIES INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF Acuity Aeroworks, LLC OR OTHERWISE.

ON MY OWN BEHALF AND ON BEHALF OF MY HEIRS, CHILDREN, PERSONAL REPRESENTATIVE, SUCCESSORS, AND ASSIGNS, I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION OF ANY NATURE, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD (COLLECTIVELY, "CLAIMS"), AGAINST Acuity Aeroworks, LLC, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNT OF INJURY, LOSS, DEATH OR PROPERTY DAMAGE (COLLECTIVELY, "LOSS") ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN FLIGHT ACTIVITIES, WHETHER ARISING OUT OF ANY ACTION OR NEGLIGENCE OF Acuity Aeroworks, LLC OR ANY RELEASEES OR OTHERWISE. I WAIVE THE PROTECTION OF ANY APPLICABLE STATUTE OR LAW, AND I AGREE THAT THIS IS A GENERAL RELEASE EXTENDING EVEN TO CLAIMS THAT I DO NOT KNOW OF OR EXPECT TO EXIST WHEN I EXECUTE THIS AGREEMENT AND RELEASE. I covenant not to make or bring any such Claims against Acuity Aeroworks, LLC or any other Releasee, and forever release and discharge Acuity Aeroworks, LLC and all other Releasees from liability under such claims. Notwithstanding the foregoing, this release does not extend to Claims or Loss directly and solely resulting from the gross negligence or willful misconduct of Acuity Aeroworks, LLC.

I AGREE THAT NEITHER I, MY PERSONAL REPRESENTATIVE, SUCCESSORS, OR ASSIGNS, NOR ANY GUARDIAN OR ANYONE ELSE ACTING ON BEHALF OF ME OR ANY OF MY REPRESENTATIVES WILL EVER BRING ANY LEGAL ACTION AGAINST ANY OF THE RELEASEES for LOSS which may occur to me or any guest or Representative of mine (including any of my children) arising out of or related to Flight Activities unless directly and solely arising from the gross negligence and willful misconduct of Acuity Aeroworks, LLC.

I certify that I have adequate insurance, including medical and disability insurance, to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in the Flight Activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

Acuity Aeroworks LLC

541-771-8399 | claybird72@gmail.com | acuityaeroworks.com

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of Acuity Aeroworks, LLC Releasees, and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction). ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT MUST BE SUBMITTED TO MANDATORY BINDING ARBITRATION IN DESCHUTES COUNTY, OREGON, AND I WAIVE ALL RIGHTS TO TRIAL BY JURY; if such binding arbitration agreement is held unenforceable, any such claim may be brought only in the federal and state courts located in Deschutes County, Oregon and I hereby consent to the exclusive jurisdiction of such courts.

I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER AND REALEASE, AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I ALSO CERTIFY THAT I HAVE NO REASON TO BELIEVE THAT I HAVE ANY PHYSICAL OR MENTAL LIMITATIONS WHICH PREVENT ME FROM SAFELY PARTICIPATING IN THE FLIGHT ACTIVITIES. I CERTIFY THAT I AM OVER THE AGE OF 18, UNLESS MY PARENT LEGAL GUARDIAN HAS SIGNED.

Passenger Names:	DOB:	Signature of Passenger or Parent/Guardian:	Date:

Primary Contact:	
Phone:	
Address:	

Emergency Contact:	
Phone:	