

**AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, INDEMNIFY AND VOLUNTARILY PARTICIPATE IN HIGH-RISK ACTIVITY**

I, \_\_\_\_\_ "the Participant" agree as follows:

**Assumption of Risk** – I understand that flying in aircraft and being around aircraft involves risks, and that these risks may be increased during aerobatic flight. Serious injury or death can result from many causes, including without limitation aircraft 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. I (for myself, my heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from participating in flight training and activities with TAILSLIDERS LLC.

**Agreement to Waive Liability and Not to Sue** - I (for myself, my heirs, family members, personal representatives and assigns) hereby release and discharge: (a) Tailsliders LLC; and (b) the officers, directors, members, employees, agents, affiliates and volunteers of each of those entities (collectively, the "Releasees") from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from my participation in high-risk activity, or any of the circumstances related to my participation in the aforementioned flight activities. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee. I also understand and agree that I may be held liable for any damage or loss to aircraft and property belonging to Tailsliders LLC which is caused by my gross negligence, willful misconduct, or fraud.

**Indemnification** - I agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from my participation. 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 grossly negligent or has engaged in willful misconduct.

**Representation and Warranty** – I hereby represent and warrant that I am not restricted from entering into this Waiver and Release Agreement, and that I have read it in its entirety prior to executing it. I also certify that if I engage in flight activities with Tailsliders LLC requiring the wear and/or use of a parachute that I weigh less than 180 pounds.

**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. By booking services with Tailsliders LLC I am voluntarily entering into this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Guardian (if req):