

Liability Waiver

SKYLUX AVIATION LLC RELEASE, WAIVER & INDEMNITY AGREEMENT

In favor of **Skylux Aviation LLC** & Contract Flight Instructors & Aircraft Owners referred to hereafter as RELEASEE. The signer is referred to as the RELEASOR.

RELEASOR is seeking permission to participate in flight-related activities. Releasor acknowledges and understands the risks and hazards inherent or to be anticipated in being a pilot, student pilot, or a passenger in such related activities. Releasor voluntarily chooses to participate with full knowledge of these risks and hazards.

RELEASE/WAIVER:

In consideration of the above-named Releasor being permitted to participate as described above, Releasor, for himself/herself and his/her personal representatives, heirs, and next of kin, hereby convenience not to sue, releases waives and discharges releasees, from all liability to the Releasor, his or her personal representatives, assigns, heirs, and next of kin, for all loss or damage, and from every claim, demand, action or right of action, of whatsoever kind of nature either in law or in equity, on account of injury to the person or property of or resulting in the death of the Releasor, whether caused by the negligence of the Releasees or otherwise while the Releasor is for any reason participating in the activities described above.

INDEMNITY:

Releasor agrees to indemnify the Releasee of any loss, liability, damage, or cost Releasor may incur due to the participation of the Releasee in flight-related activities, flight training, or aircraft rental, whether caused by the negligence of Releasee or otherwise. Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad as permitted by the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release contains the entire agreement between the Releasor and the Releasee and the terms of this agreement are contractual and not a mere recital.

Releasor has carefully read this agreement, fully understands its contents, is aware that this is a release of liability and a contract between the parties hereto, and has signed at his/her own free will.

Releasor Print Name:

Releasor Signature:

Date: