

EAA® YOUNG EAGLES® PROGRAM

AGREEMENT FOR THE ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19 FOR A MINOR CHILD

The minor child listed below (the “**Minor Participant**”) wishes to participate in the Experimental Aircraft Association, Inc. (“**EAA**”) Young Eagles Program, which includes riding in a small airplane. I represent and warrant that I am the Minor Participant’s parent or legal guardian and that I have the authority to enter into this Agreement on behalf of the Minor Participant.

I have executed, on behalf of the Minor Participant, a separate Agreement to Waive Liability, Assume Risk, and Indemnify (the “**Separate Agreement**”) that addresses and waives risks inherent with the activities of the Young Eagles program, but does not address risks related to COVID-19. The Minor Participant and I intend that this Agreement and the Separate Agreement shall both be in effect, at all times, with respect to the Minor Participant’s participation in the Young Eagles Program. In consideration for being allowed to participate in the Young Eagles Program, the Minor Participant and I agree as follows:

The Minor Participant and I are aware of and understand the following:

1. The novel coronavirus, **COVID-19**, which has been declared a **worldwide pandemic**, is **extremely contagious** and is believed to be spread mainly from **person-to-person contact** and, as a result, many governments and health agencies recommend and/or have mandated social distancing, wearing masks and limiting the number of people at gatherings.
2. Some individuals who are infected with COVID-19 **do not exhibit any symptoms**, but that does **not reduce the risk of transmission** of COVID-19 from the infected, non-symptomatic person to a different individual.
3. Infection by COVID-19 may cause **mild to very severe health conditions** and infection may lead to **hospitalization, intubation, ventilation, permanently compromised health and even death**.
4. Participating in the EAA Young Eagles Program, including without limitation riding in an airplane cockpit in very close proximity with a pilot who might be infected with COVID-19 or other illness, but who might not be aware of such infection, could **increase the Minor Participant’s risk and my risk of contracting COVID-19 or other illness**.

Assumption of Risk, Agreement to Waive Liability and Not to Sue. The Minor Participant and I (for ourselves, heirs, family members, issue, personal representatives, executors, administrators and assigns) hereby: (1) Assume all risks and full responsibility for the COVID-19 related risks outlined herein; and (2) Fully release, discharge and agree not to sue: (a) Experimental Aircraft Association, Inc.; (b) EAA Aviation Foundation, Inc.; (c) any EAA Chapter, each of which is an independent corporation; and (d) the officers, directors, members, employees, agents, divisions, affiliates, insurers and volunteers (including pilots, owners and operators of airplanes used in the Young Eagles Program and their respective estates, heirs, family members and personal representatives) of each of those entities (collectively, the “**Releasees**”) for any and all claims, injury or death arising out of or related to the COVID-19 risks described herein. 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 any of such Releasees.

Consent and Fitness. I am at least 21 years old and know how to read and understand the English language sufficiently to understand this Agreement and to fully appreciate its nature and consequences. I acknowledge that participation in the Young Eagles Program involves risks and I am voluntarily allowing the Minor Participant to participate in the Young Eagles Program with full knowledge of those risks. If the Minor Participant is old enough to understand these risks, I have explained them to him or her. I represent and warrant that the Minor Participant is, and will be, sufficiently healthy and fit to participate in the Young Eagles Program and, to the best of my knowledge, does not have any physical infirmity or chronic ailment or injury of any nature. In the past 14 days, neither I nor the Minor Participant have: (1) experienced any symptoms associated with COVID-19, which include fever, cough and shortness of breath among others; or (2) have been exposed to a confirmed or suspected case of COVID-19; or (3) have been diagnosed with COVID-19.

Legal Advice; Right to Bargain. I know that I can talk to my legal advisor about this Agreement and I have either done so or have 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.

IMPORTANT: BEFORE SIGNING, CAREFULLY READ THIS ENTIRE AGREEMENT. By signing this Agreement, you and the Minor Participant are 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.**

Parent or Guardian’s Signature

Print Minor Participant’s Name

Print Parent or Guardian’s Name

Date