

Southern Arizona Teen Aviation Inc .
P.O. Box 87364
Tucson, Arizona 85754
Phone 520-247-6232
501c(3) tax ID 81-4565999



WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY

The young person listed below will be taking part in an aircraft building program. They will be using hand and power tools during this process. Prior to being allowed to use the tools and work on the aircraft he/she will receive instruction on the use of the tools and be expected to demonstrate their use prior to being allowed to use them in the building process.

In addition Southern Arizona Teen Aviation Inc.(SATA) will be taking field trips to aviation related organizations and conducting fly days in which the young person will be riding in an airplane. The flights are conducted in airplanes licensed by the Federal Aviation Administration (FAA) by pilots licensed by the FAA.

Agreement To Waive Liability And Not To Sue

I am the young person's parent or legal guardian and I represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in the SATA program, the young person and I agree as follows:

The young person and I (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge SATA and the officers, directors, The Matthew E. North Irrevocable Trust and volunteers (including pilots, owners and operators of airplanes used in the Fly day from, and agree not to sue SATA for, any and all claims against SATA for any injury or death arising from the young person's participation in the SATA program. This release, discharge and agreement not to sue applies to all legal rights, *including those resulting from any negligence of SATA*, other than those resulting from the gross negligence or willful misconduct of SATA.

ASSUMPTION OF RISK

We understand that building airplanes, flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including falling aircraft parts, tool failure, misuse of tools, airplane part failures, airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather 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. If the young person is old enough to understand these risks, I have explained them to him or her. **The young person and I (for ourselves, our heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the SATA program.**

INDEMNIFICATION

The young person and I agree to indemnify and hold SATA harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the SATA program.

This duty to indemnify and hold SATA harmless applies even if SATA is negligent, however, indemnification is not required if SATA is grossly negligent or has engaged in willful misconduct.

CORONA VIRUS

As long as the Corona Virus is a risk SATA will have in place requirements that are in line with socially accepted procedures.

While in the build hangar or at other SATA gatherings the following procedures will be adhered to:

- 1. A mask and safety glasses will be worn at all times. Mask and Glasses will be provided by the student. The student will not be admitted without these safety items.**
- 2. Students will work independently and maintain social distance minimums.**
- 3. Students should not come to a work session if they are sick, have a fever or show any Corona Virus symptoms.**
- 4. Mentors will maintain social distancing unless required to demonstrate a skill, interpret an instruction from the plans, or to help the student steady a piece that is being built.**
- 5. Students that do not show up because they are sick will not have the absence count against them when their attendance percentage is calculated.**

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. **I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law. Before Signing, Carefully Read This Entire Agreement.**

Note from SATA: If an accident were to occur, you and the young person (by signing this Agreement) would be 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 and you should talk to your legal advisor.**

Parent or Guardian's Signature

Please Print Young Person's Name

Please Print Parent or Guardian's Name

Date