

**SEVEN PEAKS AVIATION  
SCENIC FLIGHT ACCIDENT WAIVER AND RELEASE OF LIABILITY**

**IMPORTANT: READ CAREFULLY BEFORE SIGNING. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

I, \_\_\_\_\_ (PRINT FULL NAME), desire to voluntarily participate in a scenic airplane flight operated by **Noble Spartan Enterprises LTD**, a Colorado limited liability company doing business as **Seven Peaks Aviation** ("the Company"). I understand and acknowledge that this flight is recreational in nature and that, but for my execution of this waiver and release, the Company would not allow me to participate.

**1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

I understand that participating in a scenic airplane flight involves inherent risks, including but not limited to: Equipment malfunction or failure, pilot error or negligence, sudden changes in weather or turbulence, airsickness or hypoxia, collision with objects, terrain, or wildlife, boarding, exiting, or being in or around the aircraft, risks arising from other participants or third parties. I acknowledge that these risks can result in serious injury, permanent disability, property damage, loss of property, or death.

I certify that I am in good health and have no medical conditions that would impair my ability to participate safely. I have not been advised by any medical professional to avoid such activities. I voluntarily assume all such risks, whether foreseen or unforeseen, and accept full responsibility for my participation. *I understand that I am not required to participate in this flight, have freely and voluntarily entered to do so, and may decline to do so without penalty or loss of benefits, and in no way feel pressured or obligated by any means to participate.*

**2. RELEASE AND WAIVER OF LIABILITY**

In consideration of being permitted to participate in the scenic flight, I, for myself and for my heirs, executors, administrators, personal representatives, assigns, and next of kin, hereby:

**A. RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS Noble Spartan Enterprises LTD**, doing business as **Seven Peaks Aviation** ("the Company"), including, its owners, pilots, officers, directors, employees, agents, representatives, contractors, maintenance personnel, volunteers, insurers, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, causes of action, losses, or damages arising from or related to my participation, whether caused by negligence, accident, or otherwise.

**B. COVENANT NOT TO SUE** the Released Parties for any injuries, death, property loss, or property damage resulting from or related to my participation.

**C. INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties against any and all claims, including costs and attorney's fees, brought by me or any third party arising from my actions or participation.

**3. MEDICAL TREATMENT**

I authorize any medical treatment deemed necessary in the event of injury, accident, or illness during my participation. I understand I am responsible for any associated medical costs. I also recognize there is no obligation from the company to provide any form of medical treatment.

**4. PHOTO/VIDEO RELEASE**

I grant Seven Peaks Aviation the right to take photographs and video of me during the activity. I authorize the use of my image for promotional, advertising, or commercial purposes in any medium, now or in the future, without compensation.

**5. CHOICE OF LAW, VENUE, AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. Any legal action or proceeding shall be brought exclusively in the courts of the **county where the flight departs or is primarily operated**, or where the Company's principal place of business is located. I hereby consent to the jurisdiction of such courts and waive my right to a jury trial.

**6. SEVERABILITY**

If any provision of this Agreement is found to be unenforceable, the remaining terms shall remain in full force and effect.

**7. ENTIRE AGREEMENT**

This document constitutes the entire agreement and supersedes any prior written or oral agreements related to participation in the scenic flight. No oral representations or statements not contained herein have been relied upon.

**ACKNOWLEDGEMENT OF UNDERSTANDING**

I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND I DO SO VOLUNTARILY AND OF MY OWN FREE WILL.

*If I am not fluent in English, I confirm that I have had this agreement read and explained to me in a language I understand, and that I fully comprehend its terms and consequences.*

*Si no hablo inglés con fluidez, confirmo que me han leído y explicado este acuerdo en un idioma que entiendo, y que comprendo completamente sus términos y consecuencias*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Emergency Contact Name & Phone: (excluding concurrent participant)**

\_\_\_\_\_  
\_\_\_\_\_

**IF PARTICIPANT IS UNDER 18:**

**Minor's Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

I, the undersigned parent/legal guardian of the above-named minor, consent to their participation and agree to the terms of this Agreement on their behalf.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**SEVEN PEAKS AVIATION  
SCENIC FLIGHT TERMS AND CONDITIONS**

By participating in a flight operated by Seven Peaks Aviation you agree to the following terms:

1. **Pilot Authority (14 CFR §91.11)**  
All passengers are required by federal law to follow the instructions of the pilot in command. The pilot has full authority over the aircraft and all flight-related decisions at all times; any interference with the pilot may result in federal prosecution.
2. **Late Arrivals & No-Shows**  
Passengers must arrive at the designated time for safety briefings and flight preparation. Late arrivals may result in shortened flight time or cancellation without refund. No-shows will be treated as cancellations and are not eligible for a refund or reschedule..
3. **Turbulence, Air Sickness, and Hypoxia**  
Flights may encounter turbulence. If the pilot informs you that conditions may be bumpy but safe, and you choose to proceed with the flight, no refunds will be issued due to discomfort or air sickness—even if the flight is shortened at your request. Hypoxia (altitude sickness) is a common concern for passengers not acclimated to higher elevations. Symptoms can include headache, nausea, dizziness, or numbness. Passengers must notify the pilot immediately if they experience any symptoms. Route changes or early landings due to hypoxia or discomfort are at the discretion of the pilot and do not qualify for any refund.
4. **Weather**  
Flying in mountainous terrain carries significant hazards, especially weather-related risks. All flight routes, durations, and destinations are subject to change based on current weather conditions and the pilot's discretion. Safety always comes first. Your flight may be canceled on short notice, or during, due to weather concerns. All decisions by the pilot are final.
5. **Payment Terms**  
Full payment is due on the day of your flight. We accept payment by cash, check, Zelle, or Venmo. Credit or debit cards will have an additional 4% processing fee.
6. **Refunds**  
Once the aircraft leaves the ground, no refunds will be given for factors that cut the flight short, including passenger discomfort, sickness, weather, or any other safety concern. If weather, mechanical issue, or other situation prevents the flight from taking place before take-off, a refund or credit for the expense of the scenic flight only will be refunded. There will be no compensation in any form for any travel, food, lodging, or other expenses.
7. **Smoking & Vaping**  
No smoking, vaping, or use of electronic cigarettes or similar devices is allowed at any time—on the aircraft, around the aircraft, or in any pre-flight or post-flight areas.
8. **Weight Limitations**  
Aircraft, especially at high altitudes, are limited in the amount of weight they can carry safely. This weight limit can also vary daily depending on the temperature. As a rule of thumb, **expect a collective weight limit of 500-600 lbs** between all passengers. This is subject to change, and accommodations may be arranged. Contact us with any questions, concerns, or accommodation requests.
9. **Passenger Conduct**  
Any behavior that is unsafe, disruptive, or interferes with flight operations may result in removal from the aircraft or denial of service. No refund will be given for flights terminated due to passenger misconduct.

By signing below, I acknowledge that I have read and understand the Terms of Agreement & Participation Policies and agree to abide by them.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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