FLIGHT SIMULATOR USE AGREEMENT

THIS FLIGHT SIMULATOR USE AGREEMENT (this "Agreement") is hereby made and entered into by and between First Flight, LLC, an Idaho limited liability company (the "Company"), and the undersigned user (the "**User**"), effective as of the last date set forth on the signature page hereto.

WHEREAS, the Company owns and operates a Redbird MCS Motion Simulator (the "Simulator") located at 101 Municipal Drive, Unit 2044, Nampa, Idaho 83687 (the "Premises"); and

WHEREAS, the User is either a certified flight instructor ("CFI") that desires to use the Simulator at the Premises for User's own training or for training one or more flight students or a flight student that desires to use the Simulator at the Premises for User's own training or while being trained by one or more CFIs, and, in any case, the Company is willing to allow the User to use the Simulator at the Premises for such purposes subject to the terms and conditions of this Agreement;

NOW, THEREFORE, based on the mutual covenants and obligations set forth herein, the parties agree as follows:

1. Agreement for Use. The Company hereby agrees to allow the User to use the Simulator at the Premises for the purposes contemplated herein, and the User hereby agrees to use the Simulator at the Premises solely for the purposes contemplated herein and subject to the terms and conditions of this Agreement.

2. Scheduling. The Company will make the Simulator available to the User in the Company's sole and absolute discretion. The Company reserves the right to schedule the Simulator for use by the User or any others in the Company's sole and absolute discretion. The User is responsible for coordinating with the Company regarding scheduling the User's use of the Simulator in advance and understands and acknowledges that the Company makes no guarantees about the dates or times that the Simulator will be available for use by the User and the Company may reschedule, postpone, rescind, or cancel any scheduled use of the Simulator by the User.

3. Term. This Agreement may be terminated by the Company at any time, for any reason, upon notice to the User.

4. Consideration. In consideration for the User's use of the Simulator, the User agrees to pay the Company as set forth on the signature page hereto. Unless otherwise provided on the signature page hereto or in a writing signed by the Company, all payments are due and payable within five days after the end of each calendar month. Any payments not made in full when due shall accrue late interest at a rate of 12% per annum. The User shall also be responsible for paying any collection costs (including reasonable attorneys' fees) incurred by the Company in collecting amounts due and payable the User under this Agreement. The User is not entitled to any refunds in the event the Simulator is not available for use

by the User, the User is prohibited from using the Simulator as provided herein, or this Agreement is terminated.

5. <u>Rules of Use</u>. The User agrees to follow and comply with all policies and procedures established by the Company from time to time for the use of the Simulator, regardless of whether the User was expressly notified of such policies and procedures. If the User fails to follow and comply with any of such policies and procedures, the Company reserves the right to prohibit the User from using the Simulator (regardless of whether the User has already paid for such use) and immediately terminate this Agreement.

6. <u>Reasonable Care; No Alterations</u>. The User shall use reasonable care in using the Simulator and shall not alter or modify the User in any way without the prior written consent of the Company.

7. <u>Compliance with Laws</u>. The User shall at the User's sole cost and expense fully comply with all federal, state, and local laws and rules applicable to the use of the Simulator.

8. <u>No Obligation to Provide Training</u>. The User is solely responsible for ensuring that the User (either alone or together with a CFI) has received the appropriate training in how to operate the Simulator. The Company shall not be responsible for any such training and shall have no liability in the event of inadequate training.

9. <u>Certification</u>. If the User is a CFI, the User agrees to take all steps to maintain all applicable federal, state, and local certification, and shall provide copies of such certification and any related records to the Company upon request.

10. <u>Insurance</u>. If the User is a CFI, the User agrees to maintain any insurance coverage reasonably requested by the Company, and shall provide evidence of such insurance coverage to the Company upon request.

11. <u>Responsibility for Damages</u>. Without regard to the terms of any agreement between the User and any flight student, CFI, or other party, as between the User and the Company, the User shall be solely responsible to the Company for any and all damage that may occur to the Simulator during the User's use of the Simulator. If the Simulator is damaged during the User's use of the Simulator, then the User shall promptly notify the Company. The User shall reimburse the Company for all costs and expenses incurred by the Company in repairing or replacing the Simulator. The User shall also be solely responsible to the Company for any and personal injury or property damage to third parties caused as a result of the User's use of the Simulator.

12. <u>Health Concerns</u>. The User represents and warrants to the Company that the User is in good health and proper physical condition and does not have any medical or other conditions that would impair the User's ability to use the Simulator safely and in compliance with the terms of this Agreement. The User understands and acknowledges that the User shall not use the Simulator if the User is experiencing cough, shortness of breath, fever, or similar symptoms, has a confirmed or suspected case of COVID-19, or has come in contact in the last 10 days with a person who has been confirmed to have or suspected of having COVID-19. The User shall comply with all federal, state, and local laws, orders, directives, and

guidelines related to COVID-19 while on the Premises or using the Simulator. The User shall follow all instructions, recommendations, and cautions of the Company at all times while on the Premises or while using the Simulator. If at any time the User believes conditions to be unsafe, that the User is no longer in proper physical condition to use the Simulator, or the User begins experiencing any of the symptoms described herein, the User shall immediately discontinue further use of the Simulator.

13.   Consent to Medical Treatment. The User hereby consents to receive medical treatment deemed necessary if the User is injured or requires medical attention while on the Premises or using the Simulator. The User understands and agrees that the User is solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation. The User hereby releases, forever discharges, and holds harmless the Company from any claim based on such treatment or other medical services.

14.   Awareness of Risks. The User is aware and understands that using the Simulator is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage. The User is also aware of the contagious nature of bacterial and viral diseases, including, without limitation, COVID-19, and the risk that the User may be exposed to or contract a disease by using the Simulator or being on the Premises, which may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, or financial loss. The User acknowledges that these risks may result from or be compounded by the actions, omissions, or negligence of the Company, its employees, or others, including, without limitation, negligent emergency response or rescue operations of the Company. The User understands that the Company cannot guarantee that the User will not be injured or become infected with a disease while using the Simulator or on the Premises and that using the Simulator or being on the Premises may increase my risk of being injured or contracting a disease. NOTWITHSTANDING THESE RISKS, THE USER ACKNOWLEDGES THAT THE USER IS VOLUNTARILY ACCESSING THE PREMISES AND USING THE SIMULATOR WITH KNOWLEDGE OF THE DANGERS INVOLVED. THE USER HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, PROPERTY DAMAGE, OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

15.   Liability Waiver and Release. The User hereby expressly waives and releases any and all claims, now known or hereafter known, against the Company, its affiliates, and its and their respective officers, directors, managers, members, employees, and authorized agents and representatives (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to the User being on the Premises or using the Simulator, whether arising out of the negligence of the Company or any Releasees or otherwise. The User covenants not to make or bring any such claim against the Company or any other Releasee, and forever releases and discharges the Company and all other Releasees from liability under such claims.

16.   Indemnification. The User shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees and arising out of or resulting from my being on the Premises or using the Simulator, including the User's breach of this Agreement, violation of applicable law, or the User's own misconduct or negligence. These indemnification provisions shall survive the termination of this Agreement.

17.   NO REPRESENTATIONS OR WARRANTIES. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION OF THE SIMULATOR OR THE APPROPRIATENESS OF ITS USE FOR THE PURPOSE CONTEMPLATED BY THE USER. THE COMPANY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, AND THE SIMULATOR IS PROVIDED TO USER "AS IS."

18.   Miscellaneous. This Agreement shall be governed by the laws of the State of Idaho. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces in its entirety any prior agreements, arrangements, or understandings, whether in writing or otherwise. This Agreement may not be assigned by the User without the prior written consent of the Company. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then such provision shall be deemed to be stricken from this Agreement, and the remaining provisions of the Agreement shall remain in effect. Any headings contained in this Agreement are for convenience only and shall not have any effect on the interpretation of this Agreement. If either party breaches this Agreement, then the non-breaching party shall be entitled to recover from the breaching party reasonable attorneys' fees and costs incurred in pursuing a claim or claims against the breaching party, regardless of whether a lawsuit is filed. This Agreement may be executed and delivered in one or more counterparts, through electronic means or otherwise, all of which shall be considered one in the same original executed version of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last date set forth below.

COMPANY: **USER:**

FIRST FLIGHT, LLC

_____
                                                      (Print Name)

By:_____   _____
    April Dittrich, Key Executive   (Signature)

_____   _____
(Date)   (Date)

RENT AGREEMENT:
                                                      _____
                                                      (Email)

☐   _____ per hour

                                                      _____
☐   _____ flat fee   (Phone)

☐   _____ other   _____
                                                      (Mailing Address)
CATEGORY:

☐   CFI

☐   Student (permitted to use Simulator <u>without</u> CFI)

☐   Student (may only use Simulator <u>with</u> CFI)