



WAIVER OF CLAIMS, RELEASE, AND HOLD HARMLESS AGREEMENT

I, and/or my child or ward, _____, am/is about to participate voluntarily in various activities, including flying activities and the use of one or more aircraft (collectively, "**Pathway Aviation Activities**"), of Pathway Aviation, LLC ("**Pathway Aviation**") as a pilot, student pilot, copilot, instructor, or passenger. In consideration of Pathway Aviation permitting me and/or my child or ward to participate in the Pathway Aviation Activities, I, for myself, my child and/or ward, and each of our heirs, beneficiaries, next-of-kin, other family members, administrators, executors, personal and other representatives, subrogees, successors, and assigns, and any and all persons claiming or potentially claiming by, through, or under any of the foregoing (each a "**Releasing Party**"; collectively, the "**Releasing Parties**"), hereby **WAIVE, RELINQUISH, FULLY RELEASE, FOREVER DISCHARGE**, and covenant and agree to never institute or prosecute, or in any way aid in the institution or prosecution of, any demand, claim, or suit against Pathway Aviation, the company owners, the owner(s) of the subject aircraft, each of their respective partners, shareholders, members, Instructors, managers, directors, officers, agents, employees, successors, or assigns, or any heirs, beneficiaries, next-of-kin, other family members, administrators, executors, or personal or other representatives of any of the foregoing (each a "**Released Party**"; collectively, the "**Released Parties**"), acting officially or otherwise, for any loss, damage, or injury to my and/or my child's or ward's person (including death) or my and/or my child's or ward's property which may occur from any cause whatsoever as a direct or indirect result of my and/or my child's or ward's participation in Pathway Aviation Activities, **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

Furthermore, I, for myself and the other Releasing Parties hereby covenant and agree to **INDEMNIFY, DEFEND**, and **HOLD HARMLESS** each of the Released Parties from any and all losses, claims (including, without limitation, claims involving strict or absolute liability in tort, damage, injury, death, liability, and third party claims), damages, liabilities, fines, penalties, demands, costs, and expenses of every nature (collectively, the "**Liabilities**") arising from any cause whatsoever as a direct or indirect result of my and/or my child's or ward's participation in Pathway Aviation Activities, **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

I agree to abide by all rules and requirements of the Pathway Aviation in connection with my and/or my child's or ward's participation in Pathway Aviation Activities. I understand and agree that Pathway Aviation is not responsible for the actions of individual members within associated flying clubs or any other organizations, or individuals Pathway Aviation is/or becomes involved with.

If I, or any other Releasing Party, should demand, claim, or sue, or aid in any way in a demand, claim, or suit against, any Released Party, then I, for myself and the other Releasing Parties, hereby covenant and agree to **INDEMNIFY, DEFEND**, and **HOLD HARMLESS** each of the Released Parties from any and all Liabilities that may be incurred as a result thereof.

I understand and agree that I am **ASSUMING THE RISK** of personal injury (including death) or property damage to me and/or my child or ward that may result while participating in Pathway Aviation Activities.

I also understand and agree that I may be held liable for any Liabilities to the Released Parties which are caused by my and/or my child's or ward's participation in Pathway Aviation Activities, including my and/or my child's or ward's negligence, gross negligence, willful misconduct, or fraud.

Date

Signature of Participant
or Parent/Legal Guardian



PARENT/GUARDIAN WAIVER FOR MINORS
(Under 18 years of age)

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child's or ward's participation in Pathway Aviation Activities, and has agreed, individually and on behalf of the child or ward, to the terms of the Waiver of Claims, Release, and Hold Harmless Agreement set forth above. The undersigned parent and/or guardian further agrees to **INDEMNIFY, DEFEND, and HOLD HARMLESS** each of the Released Parties from all Liabilities which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the child or ward and the parents or legal guardians.

Participant's Printed Name(s)

Participant's Printed Name(s)

Participant's Printed Name(s)

Participant's Printed Name(s)

Signature of Parent or Guardian