

## Challenge Air Volunteer Liability Release

<b>Name of Volunteer:</b>				
<b>Address:</b>		<b>City:</b>	<b>State</b>	<b>Zip:</b>
<b>Phone:</b>				
<b>E-mail:</b>				
<b>Organization you are with:</b>				
<b>Parent or Guardian Name:</b>	<b>(reqd if under 18)</b>			

**1. ASSUMPTION OF RISK: I AM AWARE THAT SUCH FLYING AND RELATED ACTIVITIES MAY CONSTITUTE HAZARDOUS ACTIVITIES. I ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT. BY SIGNING IT I AM WAIVING IMPORTANT LEGAL RIGHTS WHICH I MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED.** Such risks may include, but are not limited to: (i) injury or death due to collision with other aircraft or obstacles on the ground or in the air; an aircraft accident; immersion in water or hypothermia; falling while on the ground or while aboard aircraft; incidents involving aircraft or other hazards while waiting for, boarding, or exiting the aircraft; incidents involving aircraft or other hazards while walking or moving in the airport area; fire, flame, or smoke; temperature extremes or inclement weather; altitude; delay of prompt medical attention; mental stress or stress-related illness; and (ii) loss or damage to or destruction of personal property. I understand that the airplane can not be guaranteed to function perfectly and may be subject to mechanical malfunctions as well as operator error. I understand that there is not now, nor will there ever be a perfect airplane or a perfect pilot. I have and do assume all of the aforementioned risks, including risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly and/or manufacture as well as those risks arising from improper and/or negligent operation and/or use of the equipment.

**2. RELEASE AND WAIVER OF ALL CLAIMS.** In consideration of, and as part payment for, the right to participate in Activities arranged for and/or performed by Challenge Air its employees, shareholders, agents, contractors, sub-contractors, directors, lessors, officers, affiliated or related entities or persons, (hereinafter collectively referred to as "Released Parties"), **I hereby agree that I, my personal representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin (hereinafter referred to as "Passenger Parties") will not make claim against, sue, or attach property of:**

**(A) Challenge Air, or their respective representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin;**

**(B) Owners, suppliers and operators of the aircraft and its components, or their respective representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin; or**

**(C) Owners, lessees and operators of any airport from and/or to which such Activities are conducted**

**(all persons identified in subparagraphs (A), (B) and (C) are hereinafter individually and collectively referred to as "Released Parties") for injury, death, damage, and any other liability of any nature resulting from negligence or other acts of such Released Parties. I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of Activities whether caused by the negligence of any Released Parties or otherwise, and I hereby release and hold harmless Released Parties from all actions, claims, or demands that I or Passenger Parties now have, or hereinafter may have, as a result of or in connection with participation in said Activities.**

**3. COVENANT NOT TO SUE.** I and the Passenger Parties agree never to institute or assist in the prosecution of any claim, suit or action at law or otherwise against any of Released Parties by reason of injury to my person or property, or my death, arising from the Activities, regardless of cause. Should any suit or action at law or otherwise be instituted in violation of this Release against any of the Released Parties, I agree that such Released Parties shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

**4. INDEMNITY AGAINST CLAIMS.** I will indemnify, defend, save and hold harmless the Released Parties from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any persons and/or organizations and which arise directly or indirectly from my participation in the Activities, whether resulting from the negligence and/or other fault, either active or passive, of any of the Released Parties, or from any other cause.

**5. VALIDITY OF WAIVER.** I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the Released Parties because of injury to my person or property, or my death, due to the Activities, this Release can and will be used in court, and that such agreements have been upheld in courts in similar circumstances. I understand and agree that this document shall be broadly construed in favor of any and all of the released parties and against me and that any and all ambiguities shall be resolved in favor of any and all of the Released Parties.

**6. GUNS, WEAPONS, ALCOHOL AND TOBACCO.** I further agree that my family, friends and I will not bring any guns, weapons, alcohol or tobacco products in on or around the premises of a Challenge Air event, even if there is a license issued by a governmental authority to carry same, and that my property and belongings are subject to being searched for such matters upon entering the premises of said event(s) and if same is found that my family friends and I may be removed from the premises for violating this portion of the agreement. I agree to timely notify Challenge Air if I observe any person possessing guns, weapons, alcohol or tobacco products in, on or around the premises of a Challenge Air event. I understand that this portion of the agreement does not apply to uniformed police officers and law enforcement personnel.

**7. CONSENT TO USE NAME AND PHOTOGRAPHS.** By participating in the Challenge Air program, I also consent and authorize Challenge Air for Kids and Friends, and its successors, legal representative and assigns to use and reproduce my name, and photograph(s) and circulate the same for any and all purposes including public information of every description.

**Signature and date:** \_\_\_\_\_ **Parent or guardian** \_\_\_\_\_