



SPORT AVIATION FOR A NEW GENERATION

## AGREEMENT TO WAVE LIABILITY, ASSUME RISK, AND INDEMNIFY; RELEASE FOR USE OF VIDEO, PHOTOS AND IMAGES

The minor listed below (The "Participant") wants to take part in ground or flight operation(s) conducted by SimplyFLY, LLC.

Participant's Name:	Cell Phone:
Parent or Guardian's Name:	Home Phone:
Address:	Emergency Contact:
City, State, Zip:	Contact Phone:

### ASSUMPTION OF RISK

The Participant and I understand that flying in airplanes involves risks. Serious injury or death can result from many causes, including without limitation airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather or terrain 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 Participant is old enough to understand these risks, I have explained them to him or her. **The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) assume all risk and full responsibility for any injury or death arising from taking part in any ground or flight operation conducted by SimplyFLY, LLC, in any vehicle owned, leased, rented, barrowed, or managed by SimplyFLY, LLC.**

### AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE

The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge SimplyFLY, LLC, its officers, directors, employees, managers, shareholders and their respective heirs, executors, administrators, legal representatives and assigns from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from any ground or flight operation conducted by SimplyFLY, LLC, in any vehicle owned, leased, rented, barrowed, or managed by SimplyFLY, LLC, including any training as a student pilot, or flights as pilot in command. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

### INDEMNIFICATION

The Participant and I agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from any ground or flight operation conducted by SimplyFLY, LLC, in any vehicle owned, leased, rented, barrowed or managed by SimplyFLY, LLC. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasees is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

### PHOTO, VIDEO AND IMAGE RELEASE

The Participant and I hereby give the Releasees the absolute and irrevocable right and permission to use videos, photographs, pictures and/or images of me taken at or derived from my participation in any way with any ground or flight operation conducted by SimplyFLY, LLC in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with SimplyFLY, LLC activities, programs, publications and publicity.

### 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

If an accident were to occur, you and the Participant (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.

I certify that I have read, understand, and agree with all terms and conditions stated herein, and that all information provided is true and correct to the best of my knowledge.

By:

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date