

Important Legal Document – read carefully
CEDAR VALLEY AIRPORT

WARNING!!! By signing this document you are giving up valuable legal rights in the event you would be injured and attempt to sue someone for your injuries. You will probably not be able to win your lawsuit even though someone besides yourself was legally at fault.

FURTHERMORE, there may be no insurance coverage provided by the Released Parties (as described in Paragraph 1 below) for any injuries that may happen to you while riding, flying, towing, gliding or skydiving, standing, walking, or while participating in any activities related to those flying activities; and even if insurance exists, this document is intended to waive and release your right to collect any such insurance benefits. **You** should and will have to provide your own insurance!

NOTICE!!! There are other airports and schools where you can go for instruction if you do not want to sign this acknowledgment of risks and hazards, waiver of rights, release and indemnity. Ask the instructor for the list if you do not want to sign this document and it will be furnished to you.

DO NOT SIGN THIS DOCUMENT until after you have had an opportunity to think about the consequences of signing this form and discuss them with whomever you desire.

Important Legal Document (_____)
Initial

READ CAREFULLY

CEDAR VALLEY AIRPORT

INDEMNITY AGREEMENT, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT OF
RISKS AND HAZARDS (_____)
Initial

ASSUMPTION OF RISK – WAIVER OF RIGHTS

In consideration for being permitted to utilize the facilities and equipment of and at the Cedar Valley Airport and to engage in any activities at the airport including walking, standing, flying, riding, skydiving ultra lights, sailplanes, balloons, towing and any related activities. (Hereinafter collectively referred to as "Flying Activities").

I (_____) Agree as follows:
print name

1. I hereby forever RELEASE AND DISCHARGE (_____) Cedar Valley Airport, Larry Patterson,
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Brent Davis, _____ and the landowners of the Cedar Valley Airport, adjacent land owners, equipment and property owners, all aircraft and equipment owners, agents, employees, instructors, pilots, and owners of aircraft and equipment used for Flying Activities (herein after collectively referred to as "Released Parties"), from any and all liabilities, claims, demands of causes of action that I may hereinafter have for injuries and damages arising out of my participation in Flying Activities, or my presence at the Cedar Valley Airport, including but not limited to losses caused by the negligence of the released parties (_____) or hidden, latent, or obvious defect on the airport or in the equipment and of aircraft used. Initial

2. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Flying Activities (_____). I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgements and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in Flying Activities (_____), including but not limited to losses caused by the negligence of the released parties; or hidden, latent, or obvious defects on the Airport or in the equipment or aircraft used.

3. I understand and acknowledge that Flying Activities are inherent dangerous and that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLYING ACTIVITIES INCLUDING THE RISK OF NEGLIGENCE (_____) OF THE RELEASED PARTIES; or hidden latent, or obvious defects of the Airport or in the equipment, or aircraft used.

4. I further agree to pay for all damages caused by myself, family, (_____) and party members to any and all of the equipment or property used while at the Cedar Valley Airport. Initial
Signature: _____

Continued

5. I have been advised and recognized that my Flying Activities are not covered by any personal accident or general liability policy issued to the Released Parties (_____)

Initial

6. I understand that because of the unavoidable and unpredictable dangers involved in the use of aircraft and associated equipment, the Released Parties are making no warranty of any kind, expressed or implied, concerning any and all equipment, aircraft, or facilities provided by the Released Parties. Flying Activities are a dangerous sport and associated equipment such as ultra light aircraft, skydiving, sailplanes, balloons, airplanes, and tow vehicles do not always work the way they are expected. Furthermore, I understand that my stability and body position can drastically affect the operation of the aircraft and equipment (_____). I understand that the aircraft provided by the Released Parties are provided without any warranty that they are fit to use for any purpose whatsoever and without any warranty of merchantability. FURTHERMORE, I understand that there is no warranty that the aircraft have been assembled without a hidden defect in them. I UNDERSTAND THAT I NEED NOT USE THE EQUIPMENT SUPPLIED BY THE RELEASED PARTIES, BUT MAY USE MY OWN EQUIPMENT, IF IT IS APPROVED BY A CERTIFIED INSTRUCTOR. (_____) The approval for use of any equipment by an instructor is not a warranty that the equipment is suitable for any purpose, but merely an opinion. I understand these disclaimers and I accept them. (_____)

Initial

7. I understand that because of the nature of Flying Activities, it is impossible for an instructor to determine with any degree of certainty properly trained to participate in the Flying Activities or that I have full grasped and comprehended and instruction presented to me. Furthermore, it is impossible for an instructor to predict how anyone will react under the high speed conditions and stress that are inherent in Flying Activities. For that reason, I understand that there is no warranty, whatsoever, as to the adequacy of training provided by the Released Parties to me. (_____) I understand that I will be required to warrant to the Released Parties, that based upon my own evaluation of the training I have received, I believe that I have been adequately trained and that I can safely perform Flying Activities and cope with the high speed conditions and stress of Flying Activities before I will be allowed to make a flight.

8. I specifically agree that I have inspected all of the land facilities, equipment and aircraft of the Cedar Valley Airport prior to each use. I acknowledge that the landing areas does contain dangerous objects including but not limited to trees, fences, power lines, hills, buildings rocks, hidden holes, uneven terrain, clods of dirt, poisonous snakes, and other natural and man made objects that can cause injury to me upon use; furthermore I understand that the landing area is active runway and that I may be struck by other aircraft and falling equipment; I assume the risk or injury or death upon use and I understand that even under the best conditions, Flying Activities and airport use are extremely dangerous activities and many injuries occur. Based upon my independent evaluation of all the risks I REAFFIRM MY ASSUMPTION OF THE EXTREME RISK AND DANGER SET OUT IN PARAGRAPH 3 ABOVE. (_____).

Initial

9. **COVENANT NOT TO SUE.** I agree never institute any suit or action at law or otherwise and hereby instruct my heirs, executors and administrators never to institute any suit or action at law or otherwise against Cedar Valley Airport and Released Parties not to initiate any claim for damages or cause of action which I, my heirs, executors or administrators may have by reason of injury or death to my person or property arising from the activities contemplated by this agreement. (_____)

Initial

10. **INDEMNITY AGAINST THIRD PARTY CLAIMS.** I will indemnify, save and hold harmless Cedar Valley Airport and 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 other persons or organizations and which arise directly or indirectly from the activities contemplated by this agreement. (_____)

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11. **CONTINUATION OF OBLIGATIONS.** I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities of Cedar Valley Airport and Released Parties and shall be binding upon my heirs, executors and administrators of my estate. (_____)

Initial

12. **VALIDITY OF WAIVER.** I understand that if I institute any suit or action at law for any claim for damages or cause of action because injury or death to my person or property due to the activities contemplated by this Agreement, this waiver can and will be used in court and that waivers of this type have been upheld in courts in similar circumstances. (_____)

Initial

13. If I breach this promise and covenant not to sue, I agree that I will be liable to pay \$25,000.00 to each of the released parties named in any lawsuit for each named defendant. (signature-_____).

Continued

14. I certify that considering my lifestyle and the manner in which I am supporting my dependents. I have made adequate provisions for my spouse, if any, my children, if any, my heirs, if any and any all other persons dependent upon me so that in the event of my death or injury, they have suffered no financial loss. (_____).

Initial

15. I _____, agree to reimburse and indemnify for each and every loss to , or payment by the Cedar Valley Airport, including but not limited to losses or payments which result from damage to any real or personal property, injury to any person and any judgements rendered against, settlements entered into by, and legal costs and fees incurred by the Airport authority which result directly or indirectly from my participation in any activity or event conducted, managed, directed or participated in while at the Cedar Valley Airport.

16. I hereby certify that I do not suffer from any physical infirmity or chronic illness which would affect my ability to engage in Flying Activities and that I am not under treatment for any medical problem, including but not limited to the following.

- | | | |
|-----------------------------------|-------------------------------|------------------------------|
| 1. Cardiac or pulmonary condition | 4. Hearing loss or impairment | 7. Kidney or related disease |
| 2. High or low blood pressure | 5. Nervous disorders | 8. Shortness of breath |
| 3. Fainting spells or convulsions | 6. Diabetes | 9. Psychiatric disorders. |

I further certify that I am not on any regular medication and have not taken any alcoholic beverages or drugs within the last twelve hours. (_____)

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I also recognize that it is against the rules and regulations of the Federal Aviation Administration to take either alcohol or drugs while engaging in Flying Activities and agree to refrain from doing so.

17. In the event any of the above clauses is held to be invalid, unenforceable or contrary to public policy, that part of the clause shall be severable from the remaining clauses which shall continue to be in full force and effect.

I HAVE CAREFULLY READ THIS INDEMNITY AGREEMENT, RELEASE OR LIABILITY AND ACKNOWLEDGMENT OF RISKS AND HAZARDS. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Name (print): _____ Date or Birth: _____

Signature: _____ Dated: _____

Address: _____ Phone: _____

Next of kin for notification or contact: _____

Witness: _____