

Fallbrook Aero Club Program  
AGREEMENT TO WAIVE LIABILITY, ASSUME RISK AND INDEMNIFY

The young person listed below wants to take part in the Fallbrook Aero Club ("FAC") program, including riding in an airplane. The FAC program is conducted by volunteer FAC member pilots who are licensed by the Federal Aviation Administration ("FAA"). These volunteer pilots fly a wide variety of aircraft that are also licensed by the FAA. I am the young persons parent or legal guardian and I represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in the FAC program, the young person and I agree as follows:

AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE

The young person and I (for ourselves, our heirs, family members, personal representatives and assigns), release and discharge: Fallbrook Air Service, INC., Fallbrook Aero Club and the officers, directors, members, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes used in the FAC program) of each of those corporations from and agree not to sue FAC for, any and all claims against FAC for any injury or death arising from the young person's participation in the FAC program. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from the negligence of FAC, other than those resulting from the gross negligence or willful misconduct of FAC.

ASSUMPTION OF RISK

We understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather 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 young person is old enough to understand these risks, I have explained them to him or her. The young person and I (for ourselves, our heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any and injury or death arising from taking part in the FAC program.

INDEMNIFICATION

The young person and I agree to indemnify and hold FAC harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from the taking part in the FAC program. This duty to indemnify and hold FAC harmless applies even if FAC is negligent, however, indemnification is not required if FAC is grossly negligent or has engaged in willful misconduct.

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

**Note from FAC:** If an accident were to occur, you and the young person (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.

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Please print young person's Name

\_\_\_\_\_  
Please print Parent or Guardian's Name

\_\_\_\_\_  
Date