

**RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY,
AND INDEMNITY AGREEMENT**

This document waives important legal rights. Read it carefully before signing.

In consideration for me, and/or my child's participation in any of the following activities with MacAir Aviation LLC, its officers, directors, members, chapters, employees, agents, divisions, affiliates, and volunteers including pilots, owners and operators of airplanes used during any flying activity, hereinafter "Released Parties," I for myself, and/or my child, as well as my/our administrators and assigns agree to the following:

I agree that I choose to participate voluntarily or to voluntarily allow my child to participate in an aviation activity, such as a passenger, lessee, owner, agent, spectator, volunteer, client, and/or student pilot.

I fully understand that this Release covers, but is not limited to, "inherent risks" of an aviation activity which mean a danger or condition that is an integral part of an aviation activity.

Such inherent risks include but are not limited to, any of the following: aircraft 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 include, but are not limited to, minor injuries such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; or catastrophic such as paralysis, severe burns, or death ("hereinafter referred to as "Harm").

I agree to release MacAir and all Released Parties from all claims including, but not limited to, claims for money or property, disability, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, judgments, orders and liabilities of whatsoever kind or nature in law, whether concealed or hidden, including but not limited to any state or federal statutory to common law claim or remedy of any kind whatsoever arising out of or in any way connected with any Harm to me and/or my child and for Harm caused by me and/or my child to others, even if the Harm resulted, directly or indirectly, from the negligence of any of the Released Parties.

I agree to expressly assume all risks of Harm to me and/or my child including Harm resulting from the negligence of the Released Parties.

I agree to indemnify (that is, to pay for any losses, damages, or costs incurred by) the Released Parties and to hold them harmless with respect to claims for Harm to me and/or my child and for claims made by others for any Harm caused by me and/or my child in the aviation activity.

I agree that neither I, nor my child, nor any one claiming through me or my child, will hereafter bring, commence, prosecute or maintain, or cause or permit to be brought, commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any court in the United States or in any state court, or elsewhere, against the Released Parties, or in any way connected

with any Harm to me and/or my child, and that neither I, nor my child, nor any one claiming through me or my child, will enforce, prosecute, or recover upon, or attempt to enforce, prosecute, or recover upon, any claim or right of action whatsoever, where I, my child or any one claiming through me or my child, may now have or hereafter assert, in any way connected with claims for Harm to me and/or my child or my property, and for claims made by other for any Harm caused by me and/or my child.

I agree that the Release supersedes all prior oral and written understanding and agreements between me and the Released Parties. The Release may be modified or revoked only by a written amendment delivered either in person to MacAir or by certified mail to MacAir with return receipt requested.

I agree that if any provision of this Release is found to be invalid or illegal by a court of competent jurisdiction, the remaining provisions shall be construed as if the affected provision had not been included in order to effectuate the intent of the parties.

In the event this Release is signed by the parent and/or guardian of a child, then all representations and acknowledgements herein are expressly made by, for, and on behalf of the parent and/or guardian and the child. For purposes of this Release, the term "and/or" shall be interpreted to include both the word "and" and the word "or".

I acknowledge that I enter into the Release after having read it carefully, and sign of my own free voluntary act and deed. By signing below, I represent to MacAir that I fully understand the contents of this Release, that I do not need any further explanation, and that I waive any further explanation.

Therefore the undersigned individual does hereby release, discharge, hold harmless and acquit MacAir, its owners and staff and all Released Parties from any and all liability which may arise from my or our family's participation in aviation related programs. It is understood that the undersigned fully understands the circumstance of the activity and knowingly accepts any risks involved therein.

IN WITNESS WHEREOF, we set our signatures on the date(s) below written.

Sign

Date

Print Name

Parent/Legal Guardian

Date

Print Name

Title