

Mother Lode Flying Club
Minor Participant - Agreement to Waive Liability, Assume Risk and Indemnify

The young person listed below wants to take flying lessons in pursuit of a Private Pilot License. I and the young person understand that these lessons will be conducted in airplanes managed by the Mother Lode Flying Club. The Mother Lode Flying Club has a list of independent Federal Aviation Administration (FAA) Certified Flight Instructors approved by the club to conduct flight lessons. I am the young person's parent or legal guardian and I represent and warrant that I have the authority to enter into this agreement. 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 the Mother Lode Flying Club, and the officers, directors, members, volunteers (including pilots, owners and operators of airplanes leased to the Mother Lode Flying Club) of each of those corporations from, and agree not to sue The Mother Lode Flying Club for any and all claims against the club for any injury or death arising from the young person's participation in receiving flying lessons. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of The Mother Lode Flying Club, other than those resulting from the gross negligence or willful misconduct of the Mother Lode Flying Club.

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 injury or death arising from taking flying lessons with the Mother Lode Flying Club.

INDEMNIFICATION

The young person and I agree to indemnify and hold the Mother Lode Flying Club harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in receiving flight lessons through the Mother Lode Flying Club. This duty to indemnify and hold the Mother Lode Flying Club harmless applies even if the Mother Lode Flying Club is negligent, however, indemnification is not required if the Mother Lode Flying Club 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

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

Print Minor Participant's Name

Print Parent or Guardian's Name

Date