



PASSENGER ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, COVENANT NOT TO SUE AND MEDICAL STATEMENT

This is an important legal document. Allow yourself sufficient time to carefully read and understand the entire document, because by signing it, you are agreeing to give up certain legal rights.

1. INITIALS: _____, _____ THIS IS A LEGAL DOCUMENT. My initials or signatures are my acknowledgment of the contents of the paragraph following my initials or signature, and by said initials or signature, I am indicating that I have read the subject following paragraph, and that subject to the further terms of this Passenger Assumption of Risk, Waiver, Release of Liability, Hold Harmless and Indemnification Agreement (hereinafter sometimes referred to as the "Release"), I fully understand and agree to be bound by its contents and further agree that my signature at the end of this document indicates my acceptance of all paragraphs within it without modification or limitation even if I do not initial each and every paragraph.

2. INITIALS: _____, _____ FAMILIARITY WITH THE ENGLISH LANGUAGE. I know how to read, write and understand the English language sufficiently to understand this document and to fully appreciate its nature and consequences and the consequences of my consent thereto.

3. INITIALS: _____, _____ VOLUNTARY PARTICIPATION. I desire to participate in flying and related activities (hereinafter referred to as "Activities") with High Velocity Aviation. My participation is voluntary, of my own free will and not due to any inducement or duress.

4. INITIALS: _____, _____ ASSUMPTION OF RISK: I AM AWARE THAT SUCH FLYING AND RELATED ACTIVITIES MAY CONSTITUTE HAZARDOUS ACTIVITIES. I ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT. BY SIGNING IT I AM WAIVING IMPORTANT LEGAL RIGHTS WHICH I MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED. Such risks may include, but are not limited to: (i) injury or death due to collision with other aircraft or obstacles on the ground or in the air; an aircraft accident; immersion in water or hypothermia; falling while on the ground or while aboard aircraft; incidents involving aircraft or other hazards while waiting for, boarding, or exiting the aircraft; incidents involving aircraft or other hazards while walking or moving in the airport area; fire, flame, or smoke; temperature extremes or inclement weather; altitude; delay of prompt medical attention; mental stress or stress-related illness; and (ii) loss or damage to or destruction of personal property. I understand that the aircraft cannot be guaranteed to function perfectly and may be subject to mechanical malfunctions as well as operator error. I understand that there is not now, nor will there ever be a perfect aircraft or a perfect pilot. I have and do assume all of the aforementioned risks, including risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly and/or manufacture as well as those risks arising from improper and/or negligent operation and/or use of the equipment.

5. INITIALS: _____, _____ RELEASE AND WAIVER OF ALL CLAIMS. In consideration of, and as part payment for, the right to participate in Activities arranged for and/or performed by High Velocity Aviation, its employees, shareholders, agents, contractors, sub-contractors, directors, lessors, officers, affiliated or related entities or persons, (hereinafter collectively referred to as "High Velocity Aviation Parties"), I hereby agree that I, my personal representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin (hereinafter referred to as "Passenger Parties") will not make claim against, sue, or attach property of:

(A) High Velocity Aviation or High Velocity Aviation Parties or their respective representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin; or

(B) Owners, suppliers, maintainers and operators of the aircraft and its components, or their respective representatives, assignees, heirs, distributees, executors, guardians, legal representatives, and next of kin; or

(C) Owners, lessees and operators of any airport or property from and/or to which such Activities are conducted (all persons identified in subparagraphs (A), (B) and (C) are hereinafter individually and collectively referred to as "Released Parties") for injury, death, damage, and any other liability of any nature resulting from negligence or other acts of such Released Parties. I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of Activities whether caused by the negligence of any Released Parties or otherwise, and I hereby release and hold harmless Released Parties from all actions, claims, or demands that I or Passenger Parties now have, or hereinafter may have, as a result of or in connection with participation in said Activities.

6. INITIALS: _____, _____ COVENANT NOT TO SUE. I and the Passenger Parties agree never to institute or assist in the prosecution of any claim, suit or action at law or otherwise against any of Released Parties by reason of injury to my person or property, or my death, arising from the Activities, regardless of cause. Should any suit or action at law or otherwise be instituted in violation of this Release against any of the Released Parties, I agree that such Released Parties shall be entitled to recover, in addition to any other damages which may be incurred, reasonable attorneys' fees and costs incurred in defense of such suit or action, including any appeals therefrom.

INITIALS: _____, _____ INDEMNITY AGAINST CLAIMS. I will indemnify, defend, save and hold harmless the 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 persons and/or organizations and which arise directly or indirectly from my participation in the Activities, whether resulting from the negligence and/or other fault, either active or passive, of any of the Released Parties, or from any other cause.

8. INITIALS: _____, _____ VALIDITY OF WAIVER. I understand that if I institute or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the Released Parties because of injury to my person or property, or my death, due to the Activities, this Release can and will be used in court, and that such agreements have been upheld in courts in similar circumstances. I understand and agree that this document shall be broadly construed in favor of any and all of the released parties and against me and that any and all ambiguities shall be resolved in favor of any and all of the Released Parties.

9. INITIALS: _____, _____ WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/HEADINGS. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, and any lawsuit arising out of the terms of this agreement shall be filed in the Salt Lake City Justice Court. In the event of a dispute, the parties agree to forever waive their rights to trial by jury and agree to binding arbitration in accordance with the rules of American Arbitration Association and judgment upon the award may be entered in any Salt Lake City Justice Court having jurisdiction thereof. The prevailing party in any dispute or in any collection action shall be entitled to costs of arbitration, costs of court, and reasonable attorney's fees and disbursements.

10. INITIALS: _____, _____ FACSIMILE COPY. The Parties agree that a facsimile copy of this Agreement shall be treated as an original.

11. INITIALS: _____, _____ SEVERABILITY/MULTIPLE WAIVERS. I agree that should one or more provisions in this Release be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.

12. INITIALS: _____, _____ REPRESENTATIONS AND WARRANTIES AS TO MEDICAL CONDITION. I represent and warrant that (a) I have no physical or mental defect or infirmity which will prevent me from participating in the Activities, (b) I will not use and have not used alcohol, controlled substances or other drugs (except for prescription drugs or over-the-counter medications) during or within 12 hours prior to commencement of the Activities and (c) any prescription drugs or over-the-counter medications consumed by me will not prevent me from participating in the Activities.

13. INITIALS: _____, _____ NO MODIFICATION OF AGREEMENT. This Release shall not be amended, modified or altered without the express written consent of all of the parties hereto.

14. INITIALS: _____, _____ KNOWING AND VOLUNTARY EXECUTION. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, A COVENANT NOT TO SUE AND A CONTRACT BETWEEN HIGH VELOCITY AVIATION, AND VENDOR PARTIES AND MYSELF AND SIGN IT OF MY OWN FREE WILL AND HEREBY AGREE TO BE BOUND BY ALL OF ITS PROVISIONS. I CERTIFY THAT I AM OVER THE AGE OF 18 OR PARTICIPATING IN THIS ACTIVITY WITH THE FOLLOWING SIGNATURE OF MY PARENT OR LEGAL GUARDIAN.

15. INITIALS: _____, _____ PASSENGER ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, COVENANT NOT TO SUE AND MEDICAL STATEMENT

Executed at Sky Park Airport, Woods Cross, Utah on _____ / _____ / _____
RELEASOR:

_____ PRINT Name
_____ Street Address
_____ City, State, Zip Code
_____ Email Address

_____ Signature
RELEASOR (Parent / Legal Guardian if under 18):

_____ PRINT Name of Passenger AND Legal Guardian
_____ Street Address
_____ City, State, Zip Code
_____ Email Address

_____ Signature of Passenger OR Legal Guardian. I
acknowledge and agree that this document shall supersede all, or any part of any other documents I may have signed or understandings, whether written or verbal, I may have had with High Velocity Aviation or Vendor Parties. I understand that should I desire a copy of this Release, I may request it at the time of signing.