

ASSUMPTION OF RISK, WAIVER and RELEASE OF LIABILITY

1. ASSUMPTION OF RISK: I, _____, the undersigned, recognize and acknowledge that flying and activities associated with flying involve risks that include, but are not limited to, structural or mechanical failure of the aircraft, mid-air collisions, forces of nature and weather, the actions of other persons, known and unknown physiological disorders, pilot error, and my own error in judgement. I am aware of and understand that the risks and dangers of flying could result in permanent injury, death or other consequential damages to me, to my family, and/or to others. I am also aware that no amount of care, precautions and training taken by the pilots and instructors of Adventure Flying Services LLC can eliminate the dangers of flying activities or of participating in ground activities associated with flying. Nevertheless, I am voluntarily and with knowledge of the risks involved, participating in flight activities and am competent to and assume these risks of my own free will.

2. WAIVER AND RELEASE: I hereby assume all risks which may be associated with and/or result from my involvement and/or participation in flying activities. In doing so, I hereby hold harmless, release, indemnify and defend ADVENTURE FLYING SERVICES LLC, its affiliates and contractors and their respective officers, directors, agents, volunteers, and employees from the following: any and all liability, claim, demand, action and cause of action arising out of or related to any loss, damage, injury or death that may be sustained by me, my dependents, or others while participating in flight activities. Said injuries and damages include but are not limited to those injuries and damages caused by the negligence and/or breach of warranty, expressed or implied, on the part of ADVENTURE FLYING SERVICES LLC.

This release shall be binding upon my assignees, subrogates, distributes, heirs, next-of-kin, executors, guardians, personal or legal representatives and administrators and may be pled by ADVENTURE FLYING SERVICES LLC as a complete bar and defense against a claim, demand, action or uses of action by and/or on the behalf of myself and/or any of the aforementioned persons and entities.

This Assumption of Risk, Waiver and Release of Liability shall be binding in accordance with the laws of the State of Idaho.

3. KNOWING AND VOLUNTARY EXECUTION: I have had significant opportunity to inquire into and consider all the risks inherent to and associated with flying activities and, having done so, knowingly and intentionally make and enter into this Assumption of Risk, Waiver and Release of Liability. No oral representations, statements or inducements apart from this Assumption of Risk, Waiver and Release of Liability have been made.

Printed Name: _____

Signed in the presence of:

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Date: _____