

VINTAGE AVIATION, LLC
Passenger Assumption of Risk and Release of Liability Agreement

This Passenger Assumption of Risk and Release of Liability Agreement is entered into on the date below written, by and between Vintage Aviation, LLC and _____, hereinafter referred to as Passenger.

1. Assumption of Risk. Passenger acknowledges that participation in a airplane flight is voluntary. Passenger acknowledges, by his/her signature below, that airplane flights are a potentially hazardous activity and that accidents, sometime serious in nature, occasionally occur during flight, in preparation for flight and in landing due to known and unknown risks and dangers. Passenger is aware that some of the risks and dangers, which are inherent in potentially hazardous activities such as airplane flights include, but are not limited to, bodily injury or death due to aircraft accident or collision with an object in the air or on the ground, loss or damage to personal property, injury incurred as a result of equipment malfunction, accidental drowning, trauma, fire, smoke or flame exposure, exposure to weather extremes, including but not limited to, exposure to storms, cold and wind. Passenger understands and acknowledges that the within list of risks is not exhaustive or absolute.

2. Passenger acknowledges that he/she is participating voluntarily in a airplane flight with full knowledge of the risks and dangers involved. Passenger hereby accepts and assumes all risks of personal property damage and all risks of injury or death to him/herself, others or any participating minor within his/her care and control, which necessarily arises from participation by Passenger and/or his/her minor child's participation in a airplane flight.

3. Release. Passenger, on behalf of him/herself, his/her heirs, assigns and/or representatives, hereby voluntarily releases and discharges VINTAGE AVIATION, LLC, its employees, agents, independent contractors, volunteers, suppliers, corporate officers and all other persons or entities associated with VINTAGE AVIATION, LLC from all liability, claims, demands, causes of action for bodily injury, death, illness, disease or damages to myself, others or any participating minor within my care and control, or to my property, which is related to, or arises out of, my participation in a airplane flight, including but not limited to those arising from any negligent or careless act(s), omission, breach of contract or defect(s) in equipment used.

4. Medical Statement. I hereby certify that I have no physical or mental defect and/or condition which would prevent me from participating in a airplane flight and/or related activities.

5. Rules. I agree to follow all rules and instructions of any and all employees, agents, independent contractors, volunteers, suppliers, corporate officers and all other persons or entities associated with VINTAGE AVIATION, LLC regarding a airplane flight and/or related activities.

6. Enforcement and Attorney Fees. I agree and acknowledge my responsibility to indemnify and hold harmless VINTAGE AVIATION, LLC from any attorney fees and/or costs incurred in interpretation, enforcement or defense of this Agreement and Release.

7. Legal Capacity. I certify that I am 18 years of age or older or that I have the consent of a parent or guardian to participate in a airplane flight.

8. Binding Agreement. This Agreement and Release is intended to be binding and inclusive as to all terms as allowed under Colorado law. If any portion hereof is deemed invalid, I understand and acknowledge that the remaining portions hereof shall continue in full force and effect.

I acknowledge and agree that by signing this Agreement and Release, I am giving up my right to sue the released parties for any damages or injuries I suffer, or any child within my custody and/or control suffers, while participating in a airplane flight, even if the released parties negligently cause my damages or injuries. I have read and understand this entire document. It is effective and binding upon me, my heirs, assigns, personal representatives, estate and any minor child within my custody and/or control who is participating in a airplane flight.

Print Name: _____
Signature: _____
Date: _____
Signed at: _____, Colorado

Must be completed for participants under the age of 18 years.

Print Minor's Name: _____
Date of Birth: _____
Signature of Parent/Guardian: _____
Date: _____
Signed at: _____, Colorado.