

**WAIVER OF CLAIMS NOT COVERED BY OR IN EXCESS OF INSURANCE
COVERAGE, RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**

“Owner” as used in this agreement includes 40-Mile Air, LTD and their agents, owners, employees, pilots, mechanics and all other persons or entities acting in any capacity on their behalf. I understand that this release will apply to all persons and entities included within this definition of Owner.

The risks of an aircraft crash or aircraft accident through the negligence of Owner’s agents/employees/owners/pilots/mechanics include but are not limited to **DEATH, BODILY INJURY AND PROPERTY DAMAGE**. This waiver, release and obligation to indemnify is intended to apply to these and other risks of an aircraft crash or aircraft accident **EVEN IF CAUSED BY THE NEGLIGENCE OR OTHER ACTS OF OWNER**. These risks include but are not limited to the risk of death or injuries caused by the owner’s negligent maintenance, negligent judgment, pilot error, selection of landing or takeoff areas, negligent repair of an airplane, failure to comply with industry standards or any other aspect, condition or circumstance that can or does cause injury to you.

By signing this Waiver of Claims, Release of Liability, Assumption of Risks and Indemnity Agreement, I acknowledge that Owner has liability coverage only in the amount of \$750,000.00 per person and that I am assuming the risk, waiving my claims, and releasing the Owner from all Liability for my damages including **DEATH, BODILY INJURY AND PROPERTY DAMAGE, EVEN IF CAUSED BY THE NEGLIGENCE OR OTHER ACTS OF THE OWNER** to the extent my damages exceed or are otherwise not covered by Owner’s liability coverage.

By way of example only: should Owner negligently attempt to land on an unsafe landing strip with a resulting crash and injury or death to you, your recovery from Owner would be limited to available insurance **EVEN IF** you suffered damages/losses of two (2) million dollars and regardless of the nature or extent of the injury or loss suffered by you. By signing this agreement you are releasing the Owner from any and all claims not covered by Owner’s liability insurance including amounts that exceed the coverage limits of Owner’s liability insurance. This includes suits and damages of any nature, arising from the resulting injuries, including your death, or any other injuries or maiming you might suffer as a result of Owner’s negligence in attempting to land on an unsafe landing strip with a resulting crash.

I UNDERSTAND THAT THIS WAIVER AND RELEASE IS INTENDED TO INCLUDE BOTH INHERENT RISKS OF FLYING IN AN AIRCRAFT AND ALL ADDITIONAL RISKS OF AIRCRAFT CRASHES OR ACCIDENTS INCLUDING THOSE ARISING FROM THE NEGLIGENCE OR OTHER ACTS OF THE OWNER. I understand that this agreement is intended to release the Owner from any and all claims not covered by or in excess of Owner’s liability insurance, including claims alleging negligent acts or omissions of Owner, suits and damages, of

any nature, arising from my flying in Owner's aircraft including any injuries, my death, or any other damages I might suffer as a result of the Owner's negligence.

In consideration for being allowed to fly on Owner's aircraft, I (which includes my heirs, assigns or estate") do hereby waive and release the Owner **FROM ALL CLAIMS AND DAMAGES INCLUDING, BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, MAIMING, DISFIGUREMENT, PAIN AND SUFFERING, MEDICAL BILLS, LOSS OF CONSORTIUM OR SUPPORT, ECONOMIC OR NON-ECONOMIC LOSS OF ANY NATURE OR PROPERTY DAMAGE**, that is not covered by or exceeds the coverage of Owner's liability insurance and which arises from any aircraft crash or aircraft accident **INCLUDING ANY AND ALL ACTS OF NEGLIGENCE BY OWNER** in its maintenance, repair, judgment, pilot error, selection of landing or takeoff areas and any other aspect, condition or circumstance that can or does cause injury to you.

I understand that by signing this agreement I am accepting responsibility for any damages or loss not covered by or which exceeds Owner's liability insurance and indemnifying the Owner from claims brought by third parties. I acknowledge that if I am hurt or killed or my property is damaged arising from an aircraft crash or aircraft accident, I may be found by a court of law to have waived my right to maintain a lawsuit against the Owner, including claims based on the Owner's negligence.

This waiver of claims and release of liability includes, but is not limited to, the Owner's negligence related to the condition, maintenance or repair of the aircraft and any defect or condition of the aircraft caused by negligent act or omission of Owner. This waiver of claims and release of liability includes claims for **ORDINARY NEGLIGENCE** as well as negligent hiring and supervision of Owner's employees or other persons acting on its behalf.

I voluntarily agree to release, forever discharge and defend, indemnify, and hold Owner harmless for any and all claims, demands, or causes of action **INCLUDING CLAIMS, DEMANDS OR CAUSES OF ACTION FOR DEATH OR BODILY INJURY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER** which are in any way connected with my being flown in Owner's aircraft and for which I might suffer in excess of the available insurance coverage and release Owner from all claims not covered by or in excess of available insurance.

This agreement to release, defend, indemnify and hold Owner harmless **INCLUDES DEATH, PERSONAL INJURY, MAIMING, DISFIGUREMENT, PAIN, SUFFERING, MEDICAL BILLS, LOSS OF CONSORTIUM OR SUPPORT, PROPERTY DAMAGE, ECONOMIC OR NON-ECONOMIC LOSSES OF ANY NATURE**, suffered by me or any third parties to this agreement including my heirs and assigns. By signing this agreement, I accept full responsibility for any liability, of any nature, caused in whole or in part by my flights in Owner's aircraft. The duty to defend and hold harmless shall arise immediately upon any claim, demand, or legal action of any nature being taken or threatened against Owner.

This release shall remain valid until canceled in writing by me and written cancellation being delivered to Owner.

This agreement supersedes all prior written and oral discussions, representations, negotiations and agreements on the subject matter of this Agreement and represent the parties' complete, entire and final understanding of the subject matter of this Agreement.

This agreement does not apply to activities authorized under any commercial use agreement with the National Park Service.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

DO NOT SIGN THIS AGREEMENT UNLESS YOU INTEND TO ASSUME RESPONSIBILITY FOR AND RELEASE OWNER FROM ANY AND ALL CLAIMS INCLUDING CLAIMS NOT COVERED BY OR IN EXCESS OF OWNER'S LIABILITY INSURANCE AND CAUSED BY THE OWNER'S NEGLIGENCE RESULTING IN DEATH OR INJURY.

Printed Name: _____

Date: _____

Signature: _____