

# Laramie Flying Club and the Laramie Regional Airport

## ADULT and CHILD AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY;

NOTICE: Aviation is a safe and enjoyable activity. On this Airport Day "Discovery Ride," you will enjoy a basic introduction to flight in a small ("General Aviation") aircraft. You are welcome to take photos or videos during your ride. Your pilot will be a fully licensed pilot with a current medical certification, and/or a Certified Flight Instructor. The airplane you will ride in has been inspected for safe operation pursuant to FAA Regulation. Nevertheless, aircraft operations involve some level of risk. Please read and sign the following agreement before proceeding with your ride.

**In consideration of being offered a ride (a "Discovery Ride") in an aircraft piloted by a member of the Laramie Flying Club and on the property of the Laramie Regional Airport I, the Participant signing this document agree as follows:**

**Assumption of Risk** –I understand that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including without limitation aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather or terrain 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. I (for myself, my heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from participating in an Orientation Ride. If the passenger is a child under my guardianship, I assume the same responsibility for him/her.

**Agreement to Waive Liability and Not to Sue** - I (for myself, my heirs, family members, personal representatives and assigns) hereby release and discharge: (a) Laramie Flying Club, Inc.; (b) Laramie Regional Airport; (c) Cowboy Aviation; (d) the officers, directors, members, employees, agents, divisions, affiliates and volunteers of each of those corporations; and (e) the pilot and any ground crew involved in my Discovery Ride (collectively, the "Releasees") from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from my participation in a Discovery Ride, or any of the circumstances related to my Discovery Ride. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

**Indemnification** - I agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from my participation in a Discovery Ride. This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee 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**

Note: If an accident were to occur, you (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.

Participant's or Guardian's Signature

Date

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Please Print Participant's Name