



AVIATION ACTIVITIES WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Thank you for participating in the Flight Path and Flight Night programs. These programs include activities involving aircraft, aircraft flights, aircraft maintenance, flight operations, and tours of aviation related facilities (collectively the ‘Activities’). In order to participate in these Activities, you must be a U.S. citizen, provide a valid form of identification, and sign this Aviation Activities Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”). If you are under the age of 18, you must sign this Agreement, and a parent or guardian must sign this Agreement on your behalf. If you are a parent or guardian of a participant under the age of 18, you must sign this Agreement both on behalf of yourself and also as the parent or guardian of a participant under the age of 18. In this Agreement, you are referred to as a “Releasor” if you sign this Agreement on behalf of yourself or if you sign this agreement on behalf of yourself as well as the parent or guardian of a participant under the age of 18.

ASSUMPTION OF RISK. Releasor acknowledges and understands the risks and hazards inherent in or anticipated in being involved in flying in an aircraft, being a pilot, student pilot, a passenger in an aircraft, being around aircraft, aircraft maintenance, flight operations, and tours of aviation related facilities (collectively the “Activities”). Releasor understands that the risks associated with my participation in these Activities may include physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss. These injuries or outcomes may arise from my own or other’s actions, inactions, or negligence, or the condition of the Activities’ location (s) or facility (ies). Releasor voluntarily chooses, with the full understanding and approval of Releasor’s parent(s) or guardian(s) where applicable, to participate in these Activities with full knowledge of these risks and hazards. Releasor assumes all risks of participation in these Activities, whether known or unknown to me, including travel to and from the activities (including air travel) or any events incidental to these Activities.

RELEASE / WAIVER: In consideration of the Releasor being permitted to participate in the Activities, Releasor for himself/herself, family member/Releasors under the age of 18, personal representatives heirs, assigns and next of kin, hereby releases, waives and discharges Flight Path, including its members, officers, directors, employees and agents (“Releasees”), from all liability to the Releasor for all loss or damage and from every claim, demand, action or right of action, of whatever kind or nature either in law or in equity, on account of injury to or death of, or damage to the property of the Releasor, or a Releasor under the age of 18, occurring while the Releasor is participating the Activities. Releasor and Releasees intend for this Agreement to be enforceable to the fullest extent allowable under Michigan law.

INDEMNITY: Releasor agrees to indemnify Releasees from and against any loss, liability, damage or cost that Releasees may incur due to the participation of Releasor in the Activities.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Releasor Printed Name: _____ Age: _____

Releasor Signature: _____ Date: _____

Parent/Guardian Relationship: _____

Parent/Guardian Name and Signature: _____

Flight Path Activity: _____ Flight Path Member: _____