

AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY

In consideration of participating in the Activities (as defined below) conducted by Omega Warbirds LLC. dba Gauntlet Warbirds, its officers, directors, members, employees, agents, and associates (collectively referred to as “Gauntlet Warbirds” within this document only), I agree as follows:

1. **Activities** – I would like to participate in various activities offered by Gauntlet Warbirds (the “Activities”), including but not limited to the following: Riding as a passenger onboard an aircraft, receiving flight instruction in an aircraft, boarding and unboarding the aircraft, and all related activities.
2. **Assumption of Risk** – I understand that flying in an aircraft, especially aerobatic and ex-military aircraft that may not be type certified by the FAA, necessarily entails the risk of bodily injury, death and property damage from pilot error or other operational errors. In addition, flights could result in injuries from a combination of factors including but not limited to: engine or mechanical failure, latent defects in the aircraft, negligent maintenance, defects in runways, interference by wildlife or foreign objects, difficult search and rescue, unfavorable weather or terrain, the possibility of contaminated fuel, hard or forced landings, turbulence, or other causes. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains, (b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (c) catastrophic injuries, including paralysis and even death. **Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury, death or property damages arising out of or related to the Activities.**
3. **Release, Discharge, and Agreement Not To Sue** – I, for myself, my heirs, personal representatives and assigns, do hereby release, discharge and **agree not to sue Gauntlet Warbirds from any and all claims that we might otherwise have against Gauntlet Warbirds, for any injury or death to the participant, or any damage to our property, arising from, but not limited to, participation in the Activities.** This release, discharge, and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any active or passive negligence of Gauntlet Warbirds, and any other breach of a legal duty arising by common law, statute, contract or otherwise.

Participant Initial: _____ Gauntlet Warbirds Rep Initial: _____

4. **Indemnification And Hold Harmless – I agree to indemnify and hold harmless Gauntlet Warbirds** from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees, incurred, brought as a result or arising out of my involvement in the Activities and to reimburse Gauntlet Warbirds for any such costs and expenses as they are incurred. **I expressly acknowledge and agree that this duty to indemnify and hold Gauntlet Warbirds harmless shall apply even under circumstances where Gauntlet Warbirds has acted in a negligent or tortuous manner.**

5. **Model and Image Release** – I hereby grant to Gauntlet Warbirds, and his or her legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs and/or video of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium; and to alter the same without restriction. I hereby release Gauntlet Warbirds and his or her legal representatives and assigns from all claims and liability relating to said media.

6. **Acknowledgements and Full Release** – I acknowledge that Gauntlet Warbirds has given me the opportunity to discuss the provisions of this document with legal counsel, and that I have either had such discussions, or chosen not to do so. I also acknowledge that I have been given the right to object to and bargain regarding any of these provisions, but have voluntarily and knowingly chosen not to do so. **I am freely and voluntarily signing this Agreement and intend that my signature be the complete and unconditional release of all liability to the greatest extent allowed by law.**

7. **Severability** – I expressly agree that these agreements are intended to be as broad and inclusive as is permitted by the law of the State in which the Activities are to be conducted and that if any part of any provision is held to be invalid, it is agreed that the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. If an accident were to occur, you (by signing this Agreement) would be giving up legal rights that you might otherwise have. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it. Instead you should consult with your legal advisor.

Participant’s Signature

Gauntlet Warbirds Representative

Participant’s Name (printed)

Gauntlet Warbirds Representative Name (printed)

Date