

EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. – AIRCRAFT OUTREACH PASSENGERS - ADULT
AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY

In consideration for being permitted to participate in the Activities (as defined below) conducted by Experimental Aircraft Association, Inc., (“EAA”) I agree as follows:

1. **Activities** - I would like to participate in various activities related to EAA’s Aircraft Outreach Program (the “Activities”), including but not limited to the following activities: Riding as a passenger onboard a restored Boeing B-17G, North American B-25H Mitchell, Ford Tri-Motor, Travel Air, Bell 47 helicopter, or restored 1927 “New Swallow” vintage biplane; moving about the interior of the aircraft while on the ground and during flight; boarding and unboarding the aircraft; and all related activities.
2. **Assumption of Risk** - I understand that flying in private aircraft 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 risks including but not limited to: engine or mechanical failure; defects in the aircraft or components or systems; defects in safety equipment; engine or mechanical failure; negligent maintenance; defects in runways; interference by wildlife, other aircraft, or foreign objects; difficult search and rescue; unfavorable weather or terrain; contaminated or insufficient fuel; hard or forced landing; 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; bone, joint or back injuries; heart attacks; and concussions; and (c) catastrophic injuries, including paralysis, severe burns or death. I understand and accept the risks identified above. **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 damage arising out of or related to my participation in 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:** (a) Experimental Aircraft Association, Inc.; (b) EAA Aviation Foundation, Inc.; and (c) the officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including, without limitation, pilots) of each of those corporations (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 the Activities. This release, discharge and agreement not to sue applies to all legal rights now existing or arising in the future, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.
4. **Indemnification and Hold Harmless** - **I agree to indemnify and hold the Releasees harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney’s fees, incurred, brought as a result of, or arising out of, my participation in the Activities, and to reimburse the Releasees for any such costs and expenses as they are incurred. I expressly acknowledge and agree that this duty to indemnify and hold the Releasees harmless shall apply even under circumstances where any Releasee has acted in a negligent or tortious manner.**
5. **Photo and Image Release** – I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of myself taken at or derived from my participation the Activities (the “Images”) in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with EAA’s or the Foundation’s activities, programs, publications and publicity.
6. **Acknowledgements and Full Release** - I acknowledge that I have been given 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, I agree 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

Date: _____

Participant’s Name (Printed)