

## LAKES / GOOFY FLIGHT - RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE

The undersigned is a person who wishes to fly with Lakes / Goofy Flight.

The word "YOU" under this document means not only you, the person signing it, but your heirs, next of kin, dependents, family members and beneficiaries.

Under this document, Lakes / Goofy Flight means not only the main organization, but also its officers, directors, members, applicants, agents, representatives, and persons conducting flight training for the organization. It also includes pilots and check pilots participating in formation flights to the extent that they are not covered by liability insurance that would cover the activity.

YOU hereby release, hold harmless and covenant not to sue Lakes / Goofy Flight for any claims or law suits for losses to personal property or damages due to injury or death incurred or sustained as a result of instruction, training, attending, participating in, practicing for, and traveling to and from activities involving formation flights even if caused by Lakes / Goofy Flight's carelessness or negligence.

In the event Lakes / Goofy Flight or any of its members or pilots is sued for personal property, injury or death of others in suits or claims alleging faulty training, direction and/or supervision or flying activities of Lakes / Goofy Flight or its pilots, YOU agree to defend and hold harmless and indemnify Lakes / Goofy Flight in any such suits or claims, including attorneys' fees and expenses, even where Lakes / Goofy Flight or its pilots may be careless or negligent in such activities. In signing this release, hold harmless and covenant not to sue, YOU agree and acknowledge as follows:

- That formation flying and formation training is inherently dangerous and often involves operations dangerously close to other aircraft and that regardless of precautions taken this activity may result in property damage, physical injury, disfigurement and death and that in participating I am assuming these known risks. That I have discussed those risks with my spouse, parents, children, dependents and/or any potential beneficiary who may otherwise have a right of recovery in the event of my injury or death and all have acknowledged and agreed to accept those risks.
- That I am solely responsible to know and abide by the Federal Aviation Regulations and to adhere to Guidelines, Rules and Regulations established by Lakes / Goofy Flight and that I do not rely on Lakes / Goofy Flight, its pilots, members, directors, instructors, trainers or check airmen in fulfilling that responsibility.
- That I possess the necessary current pilot and medical certificates and ratings and any required recent flight experience required by the Federal Aviation Regulations for any subject flight and that I do not rely in any way on Lakes / Goofy Flight to make this assessment.
- That the flight I make may require skills that may not ordinarily be required by non-formation pilots and may place physical and mental demands on me and should not be attempted by anyone who is not in top physical and mental condition. That it is my own evaluation of my ability, fitness, competency for each flight, that I believe myself to be possessed of the requisite skill, training and required physical and mental condition to make these flights and do not rely in any way on Lakes / Goofy Flight to make any assessment in this regard.
- That my participation in Lakes / Goofy Flight activities or in other non-Lakes/ Goofy Flight activities where a Formation Qualification Card may be required is strictly voluntary and that I am not under any compulsion to participate. Such flying activities, even when I am receiving training, are purely for personal pleasure and serve no public purpose, even if I or others are to receive compensation or reimbursement for expenses for a flight.

YOU further intend this agreement to include a waiver of any right to litigation that YOU may otherwise have against Lakes / Goofy Flight, and that if this provision is deemed unenforceable for any reason, then YOU promise and agree to resolve any dispute that might arise, related in any manner to these flights, by binding arbitration under the Rules of the American Arbitration Association. Further, Lakes / Goofy Flight shall be entitled to recover all attorneys' fee and expenses incurred to resolve any dispute initiated by YOU.

It is also intended that if any portion of this agreement is held to be invalid or unenforceable, the balance of agreement shall still be in full force and effect. I have carefully read and understood this agreement before signing it and enter into it of my own free will.

\_\_\_\_\_ - Print Name

\_\_\_\_\_ - City \_\_\_\_\_ - State \_\_\_\_\_ - Zip

\_\_\_\_\_ - Signature \_\_\_\_\_ - Date \_\_\_\_\_ - Witness

NB: The witness should not be a member of your family