

WAIVER AND RELEASE OF LIABILITY (Adult Participant)

IN CONSIDERATION OF the risk of injury that exists while participating in EAA Chapter 20's Young Aviators Second RV-12is Build (hereinafter the "Project"); and

IN CONSIDERATION OF my desire to participate in said Project and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if releasor is under 18 years of age and older than 15 years of age) knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Project; and

I HEREBY release and forever discharge EAA Chapter 20's Young Aviators Program, located at San Carlos Airport, 620 Airport Way, San Carlos, California 94070, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Project.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED PROJECT AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS PROJECT, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM THE PROJECT, OR FROM CONDITIONS AT THE PROJECT LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS PROJECT.

I FURTHER AGREE to indemnify, defend and hold harmless Releases against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. In the event that I should require medical care or treatment, I authorize EAA Chapter 20's Young Aviators Program to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Project may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Project unless I am medically able and properly trained, and I agree to abide by the decision of the EAA Chapter 20's Young Aviators Program official or agent regarding my approval to participate in the Project.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE EAA Chapter 20's Young Aviators Program AND ALL ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST EAA Chapter 20's Young Aviators Program FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on part of EAA Chapter 20's Young Aviators Program, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all cost associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE PROJECT, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and EAA Chapter 20's Young Aviators Program agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of the agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

SEVERABILITY:

In the event that any provision contained, phrase or portion of this agreement shall be deemed to be servable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed and enforced as so limited.

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I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:

Participant's Address:

Signature:

Date:

MEDIA RELEASE

RELEASE FOR USE IN EAA PUBLICATIONS:

In consideration of my engagement as an EAA publications subject, I hereby grant EAA and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish images, videos, and/or voice of me, or in which I may be included for use in any and all EAA editorial publications or other non-advertising EAA materials in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release EAA and its legal representatives and assigns from all claims and liability relating to said images.

Additionally, I grant further rights to EAA as initialed below:

RELEASE FOR USE IN EAA ADVERTISING: (initial here) _____

In consideration of my engagement as an EAA publications subject, I hereby grant EAA and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish images, videos, and/or voice of me, or in which I may be included for use in any and all EAA advertising materials in any manner and medium; to alter the same without restriction; and to copyright the same. I hereby release EAA and its legal representatives and assigns from all claims and liability relating to said images.

RELEASE FOR USE IN EAA NON-EAA MATERIALS: (initial here) _____

In consideration of my engagement as an EAA publications subject, I hereby grant EAA and its legal representatives and assigns, the irrevocable and unrestricted right to distribute images, videos, and/or voice of me, or in which I may be included to entities outside EAA upon request for their use in editorial, trade, advertising and any other purpose and in any manner and medium and to alter the same without restriction. The grant contained in the preceding sentence, however, shall apply only if EAA, at or prior to the time of such distribution, instructs the entity requesting the image and/or voice that, prior to using the image and/or voice, such entity must obtain from me, at the address or telephone numbers(s) listed below, a release for its specific intended usage. If EAA gives that instruction, the entity requesting the image and/or voice shall have the sole responsibility to obtain such a release before proceeding with its intended usage, and I hereby release EAA and its legal representatives and assigns from all claims and liability relating to that usage.

NOTE: Whenever used in this document, "EAA" shall mean the Experimental Aircraft Association, Inc. and its affiliated, sanctioned or sponsored entities.

Participant's Name:

Signature:

Date: