

GUEST RELEASE, WAIVER AND INDEMNITY AGREEMENT

Release executed on _____ by _____ of
Today's Date Full Name

Full Address

...referred to as the **RELEASOR**, in favor of the **Monticello Flying Club, LLC.**, and all officers, members, representatives and sponsors, referred to hereafter as **RELEASEES**.

Releasor is seeking permission for himself/herself and/or his/her legal dependent to participate in flying-related activities. Releasor acknowledges and understands the risks and hazards inherent or to be anticipated in being a passenger, or otherwise a participant in such related activities. Releasor voluntarily chooses to participate or allows his/her legal dependent to participate with full knowledge of these risks and hazards.

RELEASE/WAIVER: In consideration of the above named Releasor and/or his/her legal dependent being permitted to participate as described above, Releasor, for himself/herself or his/her dependent and his/her personal representatives, heirs and next of kin, hereby convenience, except in cases of negligence by the specifically named Releasee, not to sue and releases, waives and discharges Releasees from all liability to the Releasor, his or her personal representatives, assigns, heirs and next of kin, for all loss or damage to property, and for injury to or death of persons resulting from participation in above named activities and from every claim, demand, action or right of action (except as provided by the Releasees' Insurance), of whatsoever kind of nature either in law or in equity. Releasor agrees to pay all legal and other costs incurred by any Releasee as result of a suit brought by the Releasor if the Releasor fails to prove negligence on the part of the Releasee.

INDEMNITY: Releasor agrees to indemnify the Releasees for any loss, liability, damage or costs Releasees may incur due to the participation of the Releasor and/or his/her legal dependents when such is caused by the negligence of such person(s) or his/her/their failure to follow directions given by the Releasee, including but not limited to not manipulating the controls of the aircraft and remaining aware of all vehicular traffic moving in their vicinity.

RELATIONSHIP OF RELEASEES: Releasor understands and agrees that the actions of individual members of Monticello Flying Club, LLC are their own actions and that Monticello Flying Club, LLC is in no way responsible for the actions of these individual members.

Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad as permitted by the Commonwealth of Virginia and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This release contains the entire agreement between the Releasor and the Releasees and the terms of this agreement are contractual and not a mere recital.

Releasor has carefully read this agreement, fully understands its contents, is aware that this is a release of liability, indemnity agreement, and a contract between the parties hereto, and has signed at his/her own free will.

Signature of Releasor or Legal Guardian

Signature of Witness