

# LIABILITY WAIVER AND PARTICIPANT AGREEMENT

Desert Skies Aviation Training LLC

---

*Flight Training & Discovery Flight Contract*

---

**IMPORTANT: BY SIGNING THIS DOCUMENT, YOU WAIVE SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT AVIATION TRAINING IS DANGEROUS AND CAN RESULT IN SERIOUS INJURY OR DEATH. YOU ALSO ACKNOWLEDGE THAT DESERT SKIES AVIATION TRAINING LLC DOES NOT EXTEND INSURANCE COVERAGE TO YOU AND THAT YOU ARE RESPONSIBLE FOR YOUR OWN INSURANCE.**

## **CONTRACT BINDING EFFECT**

This Agreement is a legally binding contract entered into between the undersigned participant and Desert Skies Aviation Training LLC. Its purpose is to release Desert Skies Aviation Training LLC and all affiliated Certified Flight Instructors (CFIs), whether in their individual or professional capacities, from liability and to allocate all risks and responsibilities to the participant. This Agreement shall remain in full force and effect before, during, and after any participation in aviation activities and shall survive the completion or termination of training.

## **INSURANCE DISCLAIMER**

Desert Skies Aviation Training LLC may, but is not required to, maintain insurance for its own business operations. Any insurance maintained by the company is for the sole benefit of Desert Skies Aviation Training LLC and does not provide any coverage to the participant, student, or any third party. The participant expressly understands and agrees that they are solely responsible for obtaining any desired renter's insurance, personal liability insurance, or accident coverage. No warranty, assurance, or representation is made concerning the existence, availability, scope, or applicability of any insurance held by Desert Skies Aviation Training LLC.

## **ASSUMPTION OF RISK AND ACKNOWLEDGMENT OF DANGER**

The participant acknowledges and voluntarily accepts that aviation activities inherently involve substantial and unpredictable risks, including but not limited to: mechanical failure, structural failure, collision, fire, loss of control, midair collision, pilot error, spatial disorientation, emergency landings, weather-related hazards, and unforeseen emergencies. These risks can result in serious bodily injury, permanent disability, psychological trauma, property damage, and death. The participant knowingly assumes full responsibility for all such risks, regardless of their origin.

# LIABILITY WAIVER AND PARTICIPANT AGREEMENT

Desert Skies Aviation Training LLC

---

*Flight Training & Discovery Flight Contract*

---

## STUDENT ACKNOWLEDGMENT

By signing this document and marking the acknowledgment below, the participant confirms that they have carefully read, fully understood, and voluntarily accepted all provisions of this Agreement, including those waiving legal rights:

[ ] I have read and understand this waiver and voluntarily agree to its terms.

## SCOPE OF AGREEMENT

This Agreement applies broadly to all activities conducted, supervised, or arranged by Desert Skies Aviation Training LLC, including but not limited to: ground instruction, aircraft rental, simulator sessions, solo flight operations, dual instruction, preflight/postflight operations, transportation, discovery flights, and any time spent at affiliated airports or facilities.

## INSTRUCTOR AUTHORITY

The participant agrees that all Desert Skies Aviation Training LLC CFIs have absolute discretion and authority over all training and flight operations. CFIs may suspend, delay, or terminate any activity for safety, regulatory, instructional, or behavioral reasons. The participant agrees to follow all instructions, safety rules, and regulatory guidelines issued by any CFI or authorized representative of Desert Skies Aviation Training LLC.

## FAA COMPLIANCE AND ENDORSEMENTS

The participant agrees to adhere to all applicable Federal Aviation Regulations (FARs), including but not limited to Parts 61, 91, and 141, and understands that flight training is governed by federal law. Any endorsements, such as for solo flight, must be issued only by a CFI affiliated with Desert Skies Aviation Training LLC based on instruction directly provided by that instructor. Endorsements issued elsewhere will not be recognized by Desert Skies for the purpose of aircraft access or participation.

## FITNESS TO TRAIN

The participant certifies that they are in good physical and mental condition to safely engage in aviation training and will promptly disclose any illness, injury, medication, or condition (physical or psychological) that may impair their performance or judgment. The participant understands that failure to disclose such information invalidates the protections provided by this Agreement.

# **LIABILITY WAIVER AND PARTICIPANT AGREEMENT**

Desert Skies Aviation Training LLC

---

*Flight Training & Discovery Flight Contract*

---

## **PROHIBITED CONDUCT**

The participant agrees not to use, possess, or be under the influence of alcohol, controlled substances, or any illegal drugs while participating in any activity with Desert Skies Aviation Training LLC. The possession or transport of firearms, explosives, or contraband is strictly prohibited. Violation of this clause may result in immediate dismissal and reporting to law enforcement.

## **CITIZENSHIP AND TSA COMPLIANCE**

The participant affirms that they are either a natural-born U.S. citizen, naturalized citizen, or lawful permanent resident eligible under 49 CFR 1552 for flight training in the United States. Participant agrees to provide all required identification documentation and complete all TSA Alien Flight Student Program (AFSP) steps prior to beginning instruction, if applicable.

## **RELEASE OF LIABILITY AND WAIVER OF LAWSUIT**

To the fullest extent permitted by law, the participant hereby waives, releases, and discharges any and all claims, demands, causes of action, or liabilities against Desert Skies Aviation Training LLC, its owners, officers, directors, employees, agents, contractors, and Certified Flight Instructors (CFIs), whether in their personal or professional capacities, arising from or related to the participant's involvement in aviation activities, including claims based on negligence. The participant agrees not to initiate or maintain any legal proceeding, lawsuit, or arbitration against any released party for any reason.

## **HOLD HARMLESS AND INDEMNIFICATION**

The participant agrees to fully defend, indemnify, and hold harmless Desert Skies Aviation Training LLC and its CFIs from and against any and all third-party claims, lawsuits, losses, liabilities, damages, or legal expenses (including attorney's fees and court costs) arising out of or relating to the participant's conduct. This includes, but is not limited to, claims from aircraft owners, lessors, airport authorities, or other students. In the event Desert Skies Aviation Training LLC is named in a suit for damage caused by the participant, the participant agrees to bear full financial responsibility, including for repair costs, insurance deductibles, loss of use claims, and settlement or judgment amounts.

## **NO GUARANTEE OF OUTCOME**

The participant acknowledges that participation in training does not guarantee any outcome, including but not limited to: successful solo, recommendation for checkride, or issuance of any certificate or rating.

# **LIABILITY WAIVER AND PARTICIPANT AGREEMENT**

Desert Skies Aviation Training LLC

---

## *Flight Training & Discovery Flight Contract*

Advancement is determined solely by the discretion of the CFI in accordance with applicable FAA standards.

### **RECORDS, COOPERATION, AND INVESTIGATIONS**

The participant consents to the recording and retention of training data, logbook entries, GPS tracks, and cockpit audio/video. Participant further consents to the release of such records to the FAA, TSA, NTSB, or law enforcement as required or requested under applicable laws or regulatory inquiries.

### **EMERGENCY AUTHORIZATION AND DISCLAIMER OF DUTY**

The participant authorizes Desert Skies Aviation Training LLC and its staff to seek emergency medical services or transportation if deemed necessary. The participant agrees to bear all related costs. The participant further acknowledges that Desert Skies is not a healthcare provider and does not assume a duty of care in emergencies. Any assistance rendered is as a voluntary courtesy only.

### **DISPUTE RESOLUTION AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Arizona. Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration administered in Maricopa County, Arizona. Each party shall bear their own costs and attorney's fees. The participant waives any right to a jury trial.

### **ENTIRE AGREEMENT AND SEVERABILITY**

This document constitutes the full and complete understanding between the parties. No prior or subsequent communication, verbal or written, shall modify the terms unless signed in writing by both parties. If any provision is found invalid or unenforceable, the remainder shall remain in full effect.

### **OPTIONAL IMAGE AND PUBLICITY RELEASE**

Unless revoked in writing, participant grants permission to Desert Skies Aviation Training LLC to use their name, likeness, or image for training documentation or promotional materials.

# LIABILITY WAIVER AND PARTICIPANT AGREEMENT

Desert Skies Aviation Training LLC

*Flight Training & Discovery Flight Contract*

## SIGNATURE PAGE - LIABILITY WAIVER

Student/Participant Full Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Parent/Guardian (if under 18):

\_\_\_\_\_

Signature:

\_\_\_\_\_

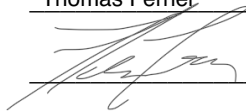
Date:

\_\_\_\_\_

Instructor Name:

Thomas Ferrier

Signature:



Date:

05/20/2025