

TOTAL PERFORMANCE
VAN'S AIRCRAFT

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KIT or FLYING AIRCRAFT PURCHASE

WAIVER AND RELEASE OF LIABILITY AGREEMENT

This document acknowledges the release of liability of Van's Aircraft, Inc by the purchaser of one experimental aircraft kit, serial number 20999 and/or "N" number N134JB. The undersigned understands and acknowledges that this waiver and release of liability agreement applies to the purchase, manufacture and subsequent operation of said aircraft. The undersigned also understands that such operations may be dangerous and may result in injury, including death, and the undersigned assumes this risk. The undersigned also acknowledges that no representations or inducements, other than the below terms herein, have been made by anyone to the undersigned.

For and in consideration of Van's Aircraft, Inc. permitting the undersigned kit purchaser to purchase for manufacture a Van's Aircraft, Inc. kit aircraft, the undersigned voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action (known or unknown) for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging in manufacture or subsequent operation of said kit aircraft. And the undersigned does for himself/herself, his/her heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns and insurers, release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for himself/herself or for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, prosecute, or present any claim for personal injury, property damage or wrongful death against Van's Aircraft, Inc., its officers, agents, servants, or employees, in construction or operation of said kit aircraft for any of said actions or causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

The undersigned, for himself/herself, his/her heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns and insurers, agrees that this agreement shall be governed only by the laws of the State of Oregon, consents to the jurisdiction of the State of Oregon only, and waives any other jurisdiction for any suit, action, notice, claim, or other legal proceeding arising out of this Agreement, and further agrees that the venue of any such suit or action shall be laid in the County of Multnomah and the State of Oregon.

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, ON HIS/HER OWN BEHALF, AND ON BEHALF OF HIS/HER HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AGENTS, ASSIGNS AND INSURERS, TO EXEMPT AND RELIEVE VAN'S AIRCRAFT, INC., ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND SUCCESSORS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE IN THE DESIGN OF AND MANUFACTURE OF THE COMPONENTS SOLD AS THE KIT AIRCRAFT.

And I further agree that if, I, or anyone on my behalf, makes a claim against Van's Aircraft, Inc., I, my heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns and insurers WILL INDEMNIFY, SAVE AND HOLD HARMLESS Van's Aircraft, Inc. from any litigation expenses, attorney fees, loss, liability, damage, or cost which Van's Aircraft, Inc. may incur as the result of such claim.

I HAVE CAREFULLY READ AND UNDERSTAND AND I HAVE VOLUNTARILY SIGNED AND AGREED TO THIS WAIVER AND RELEASE AGREEMENT

(Name - Please Print) Brooks G Mershon (Signature) Brooks G Mershon

(Address) 3455 17th St

(City) Boulder (State) CO (Zip Code) 80304 (Country) USA

Date) 10 / 08 / 2018