

Covenant Not to Sue, Liability Release, and Assumption of Risk Agreement

Participant and/or Parent/Guardian Name (print):

Photo Identification (Type, Number):

I, _____, ← Fill in name of either participant or parent / legal guardian of participant

[] (hereafter referred to as "Participant") am of lawful age and legally competent to sign this liability release.

[] affirm as parent or legal guardian for _____ (hereafter referred to as "Participant") that we agree to be legally bound by the terms of this agreement.

(Check only one)

I hereby state that I am fully aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither SantaCruz Pilot / James Warmkessel., (hereafter referred to as "SantaCruz Pilot") nor any of its respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") will be held responsible in any way for any injury, death, or other damages (including penalties for noncompliance with federal, state, or local laws and regulations) to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying in aircraft, proximity to aircraft, instruction received in aircraft, aircraft rental, aircraft operations, ramp operations or any associated activities related to these activities (hereafter referred to as "Flight Activities"), whether or not such potential risks of injury, death, or other damages are known, unknown, disclosed, or undisclosed by the Released Parties. Additionally, when acting as pilot in command of an aircraft I accept full responsibility for the safe and legal operation of the aircraft and the safety and well-being of my passengers.

In consideration for being allowed to participate in Flight Activities, I hereby personally assume all risk of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities. I also understand that Flight Activities are physically demanding and that I am advised to seek the advice and ongoing evaluation of a licensed medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

*By initialing heron, _____, I fully acknowledge that SantaCruz Pilot **does not provide instruction, nor does it own, rent, or lease aircraft.** I understand that SantaCruz Pilot provides aircraft management and maintenance as a service for aircraft owners, which may include a scheduling service allowing aircraft owners to rent their aircraft to others, which may or may not in turn include accepting payment on behalf of the aircraft owner, as a convenience to both the owner and the Participant. I understand that aircraft availability is at the sole discretion of the individual aircraft owner. Other services may be offered from time to time as a convenience to Participants and/or aircraft owners, such as aircraft tie-down/hangarage, inspection, maintenance, and repair, retail sales of pilot supplies ("pilot shop"), LaserGrade proctoring of exams ("testing center"), and sub-let of hangar space to other aviation-related organizations (for example the "Santa Cruz Flying Club") which may engage in their own Flight Activities. I understand that if or when instruction is provided by others, whether utilizing aircraft managed by SantaCruz Pilot or not, they do so neither as agent, contractor, nor employee of SantaCruz Pilot.*

I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free act and with the knowledge that I hereby waive certain legal rights. I further agree if any

provision of this agreement is found unenforceable or invalid, that provision may be severed from this agreement, however the remainder of this agreement shall then be constructed as though the unenforceable provision had never been contained therein. I agree this agreement shall be governed and construed in accordance with the laws of California. I further agree to submit all disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the Courts of Santa Cruz, California.

BY THIS INSTRUMENT I AGREE TO EXEMPT AND RELEASE SantaCruz Pilot / James Warmkessel., AND ALL RELATED ENTITIES AS DEFINED AS "RELEASED PARTIES" ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR OTHER DAMAGES RELATED TO THE "FLIGHT ACTIVITIES" ABOVE HOWEVER CAUSED, EXCEPT BY NEGLIGENCE OF THE RELEASED PARTIES OR AS OTHERWISE DICTATED BY CALIFORNIA LAW.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT AND UNDERSTANDING IT FULLY BEFORE EXECUTING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date

Parent or Guardian Signature (if applicable)

Date