

LEARN TO FLY DAY

FLIGHT REGISTRATION → FREDERICK, MD → SATURDAY JUNE 7, 2014

PERSONAL INFORMATION

**REQUIRED INFORMATION*

*FIRST NAME

*LAST NAME

*EMAIL ADDRESS

ADDRESS

CITY

STATE

ZIP

PHONE

Instructions:

- Each person taking a flight must complete and sign the release form (next page); groups or families cannot be combined on one form; one name per form.
- If a passenger is under the age of 18 years, both parents or guardian(s) must complete and sign the release form specified for minors .

Staff Use Only

You are flight # _____

**Take this form with you and please
check-in at the podium at:**

**RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT
FOR AIRCRAFT RIDE**

MINOR

THIS RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, ("Agreement") executed this **7th** day of **June 2014**, by and between _____, an adult individual(s) who reside(s) at _____ ("PARENT/GUARDIAN") on behalf of _____ ("MINOR GUEST"), and the Aircraft Owners and Pilots Association, a New Jersey corporation with its principal place of business at 421 Aviation Way, Frederick, Maryland 21701 and its related/affiliated organizations including, but not limited to, the AOPA Holdings Corporation, AOPA Aviation Finance Company, LLC., AOPA Insurance Agency, Inc., and The AOPA Foundation, Inc. (hereinafter collectively "AOPA").

WHEREAS, AOPA is the owner/operator of certain aircraft; and

WHEREAS, PARENT/GUARDIAN has requested permission for MINOR GUEST to ride in one of AOPA's aircraft and AOPA is willing to provide MINOR GUEST with a ride in the aircraft provided PARENT/GUARDIAN is willing to accept the terms of this Agreement; and

WHEREAS, PARENT/GUARDIAN accepts the terms of this Agreement,

NOW THEREFORE, AOPA, PARENT/GUARDIAN and MINOR GUEST agree as follows:

1. **THE RIDE.** AOPA agrees to allow MINOR GUEST to ride in the aircraft and the PARENT/GUARDIAN and MINOR GUEST hereby agree that the ride is conducted subject to the following terms and conditions.
2. **AOPA WARRANTY.** AOPA warrants that it has the right to operate the aircraft and to allow MINOR GUEST to ride in the aircraft. AOPA makes no further warranties and specifically disclaims any other warranties, expressed or implied.
3. **RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE.** In consideration of being provided a ride in AOPA's aircraft, PARENT/GUARDIAN, on behalf of MINOR GUEST, hereby agrees as follows:
 - a. MINOR GUEST hereby voluntarily assumes the risk of any and all injuries or damages that may be incurred, including, but not limited to, serious bodily injury and/or death by participating in the ride; and
 - b. MINOR GUEST hereby forever release and discharge AOPA, its officers, directors, employees and legal representatives, from any and all liabilities, claims, demands, or causes of action that may be incurred by MINOR GUEST during or arising out my participation in the ride, however caused, even if caused by the negligence of AOPA, to the fullest extent allowed by law; and
 - c. MINOR GUEST will not sue or make a claim against AOPA for loss, damage or causes of action that MINOR GUEST may incur during or arising out participation in the ride, however caused, even if caused by the negligence (whether active or passive) of any of the AOPA, to the fullest extent allowed by law; and
 - d. If MINOR GUEST or others on behalf of MINOR GUEST, including but not limited to, executors, legal representatives and/or heirs violate this Agreement by filing such a suit or making such a claim, MINOR GUEST/ PARENT/GUARDIAN will reimburse all attorneys' fees, damages and costs AOPA incurs in such claim.
4. **PARENT/GUARDIAN WARRANTIES.** PARENT/GUARDIAN WARRANTS AND ACKNOWLEDGES THAT:
 - a. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I HAVE THE AUTHORITY TO MAKE THIS AGREEMENT ON BEHALF OF THE MINOR GUEST.
 - b. I HAVE READ THIS AGREEMENT, AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING;
 - c. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME AND MINOR GUEST FROM RECOVERING MONETARY DAMAGES FROM AOPA FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY MINOR GUEST IN CONNECTION WITH THE RIDE.
5. **SEVERABILITY.** If any part of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.
6. **MISCELLANEOUS.** This Agreement contains the entire integrated Agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon either party hereto unless set forth in writing duly executed by such party.
7. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of Maryland to the exclusion of the Courts of any other State or Country.

Aircraft Owners and Pilots Association

Printed Name of 1st Parent/Guardian

Printed Name of 2nd Parent/Guardian*

Signature of 1st Parent/Guardian

Signature of 2nd Parent/Guardian*
(* If applicable)