



[www.takeoffaviation.com](http://www.takeoffaviation.com)

[info@takeoffaviation.com](mailto:info@takeoffaviation.com)

321-423-6763

## **TAKEOFF AVIATION SERVICES HOLD HARMLESS, INDEMNITY, AND WAIVER OF LIABILITY**

**THIS DOCUMENT AFFECTS IMPORTANT RIGHTS. READ IT CAREFULLY. YOU MAY WISH TO SEEK LEGAL ADVICE BEFORE SIGNING. THIS RELEASE IS INTENDED TO BE A COMPLETE AND IRREVOCABLE RELEASE OF ALL POSSIBLE CLAIMS CAUSED BY NEGLIGENCE OR OTHER UNINTENTIONAL WRONGDOING.**

I, \_\_\_\_\_ voluntarily desire to take an airplane ride, pilot an Aircraft, rent an Aircraft, give flight instruction, and/or train to pilot an Aircraft (collectively, the “Activity”), as well as to participate in the associated activities including, but not limited to, boarding, deplaning and/or walking on the runway and/or around the Aircraft, etc. (the “Associated Activities”), with TAKEOFF AVIATION SERVICES, LLC (the “Company”). Such activities may result in bodily injury, death, and property damage. I understand and acknowledge that engaging in any of the above activities are purely voluntary and I have made the decision to participate of my own free will. I also understand and acknowledge that, but for my voluntary execution of this Release of Liability (“Release”), the Company would not allow me to be in or otherwise near any Aircraft or participate in any Activity or the Associated Activities.

**1. RELEASE AND COVENANT NOT TO SUE.** I, on behalf of myself, my heirs, successors, assigns, agents, trusts, beneficiaries, executors, administrators, guardians, and legal representatives (individually or in any group; collectively, “Releasor”), hereby exempt, release, acquit, forever discharge, and hold harmless the Company, their respective officers, directors, members, administrators, trusts, managers, agents, representatives, servants, employees, successors, Company associated Flight Instructors, and/or assigns (individually or in any group, “Affiliates” and collectively with the Company, the “Releasees”), whether acting on behalf of the Company, or individually, from any and all liability, claims, losses, payments, harm, damages, costs, demands, claims and expenses of every nature whatsoever (collectively, “Damages”), whether in contract or in tort or under any other legal theory, arising out of my participation in the Activity and/or any Associated Activities. Releasor further agrees not to make any claim against, sue, or attach the property of anyone or more Releasees for any bodily injury, death, loss, or



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damage to personal property, or other damages, including those resulting in whole or in part from the negligence of the Releasees or other acts or omissions of the Releasees resulting from my participation in any Activity and/or Associated Activities.

**2. ASSUMPTION OF RISK.** I am not required to participate in the Activity or any Associated Activities. I freely and voluntarily choose to assume all of the risks inherent in the Activity and the Associated Activities, including, but not limited to, risks of negligent conduct of others, equipment or aircraft malfunction, improper or negligent operation of Aircraft, including those risks resulting in whole or in part from the Releasees' own negligence or unintentional acts, but excluding gross negligence or willful misconduct.

**3. INDEMNITY AGAINST CLAIMS.** Releasor agrees to indemnify, defend and hold harmless the Releasees against any and all losses, judgments, or damages, arising out of any claims, demands actions, causes of action, and/or proceedings of every nature whatsoever (collectively, "Claims"), including but not limited to attorney and legal fees at trial and appellate levels, which may be presented or initiated by any person or entity, arising out of my participation in any activity and/or Associated Activities, and/or concerning the enforcement of or legal challenge to this Release.

**If the Participant is under the age of 18,** then I, \_\_\_\_\_, as the Parent/Guardian of the above-said minor, do hereby (i) consent to him/her participating in the Activity and/or any Associated Activities with the Releasees; (ii) agree to and adopt as my own, on behalf of myself and the above Releasor, the conditions of the above Release.

Participant's Signature

Date

Parent or Guardian's Signature (If Applicable)

Date