

AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY - MINOR

I am the parent or legal guardian of the child who signs this Agreement (referred to as the "Participant"). The Participant wishes to participate in activities at [Insert name of overall organization], which may include the Participant's participation in aircraft building and restoration activities, including use of power and hand tools, cleaning, painting, and all other activities associated with building and restoration, and also possibly including being given a ride or rides in the airplane or airplanes so built or restored, or another airplane, and also including participating in other aviation-related activities. All such activities, now or in the future, are called the "Activities." In consideration of the Participant's being allowed to take part in the Activities, the Participant and I agree:

1. **ASSUMPTION OF RISK.** Aviation, including flying, building, construction, restoration, maintenance and other airport-based activities, carries with it inherent risks that cannot be completely eliminated. Specific risks range from minor injuries such as scratches, bruises and sprains, through major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, to catastrophic injuries, including paralysis and even death. THE PARTICIPANT AND I FOR OURSELVES, HEIRS, AND PERSONAL REPRESENTATIVES, UNDERSTAND THESE RISKS, WE KNOW THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY, AND WE KNOWINGLY ASSUME ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT, AND OF DAMAGE TO OUR PROPERTY OCCURRING AS A RESULT OF PARTICIPATION IN THE ACTIVITIES.

3. **RELEASE, DISCHARGE, AND AGREEMENT NOT TO SUE.** THE PARTICIPANT AND I RELEASE, AND AGREE NOT TO SUE BUILD A PLANE OR [Insert name of overall organization], AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, INCLUDING BUT NOT LIMITED TO FAA CERTIFICATE HOLDERS (COLLECTIVELY "THE RELEASED PARTIES") FROM ALL CLAIMS FOR INJURY OR DEATH OF THE PARTICIPANT OR DAMAGE TO OUR PROPERTY ARISING FROM PARTICIPATION IN THE ACTIVITIES. THIS RELEASE INCLUDES ALL CLAIMS NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING CLAIMS AND LEGAL RIGHTS ARISING OUT OF NEGLIGENCE OF THE RELEASED PARTIES, AND ANY OTHER BREACH OF A LEGAL DUTY ARISING BY COMMON LAW, STATUTE, CONTRACT OR OTHERWISE.

4. **INDEMNIFICATION.** THE PARTICIPANT AND I AGREE TO INDEMNIFY THE RELEASED PARTIES FROM ALL CLAIMS, SUITS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ON PARTICIPANT'S BEHALF, AND TO REIMBURSE THE RELEASED PARTIES FOR THEM AS THEY ARE INCURRED.

5. **PARENT OR LEGAL GUARDIAN CERTIFICATON AND CONSENT.** I have read and understood all of this Agreement. I understand the inherent risks of participating in the Activities, which could cause injury, death, or damage to the Participant and our property. If the Participant is of an age to understand these risks, I have explained them to him or her.

6. **SEVERABILITY.** This Agreement is intended to be as broad and inclusive as permitted by the law. If any portion of is held to be invalid, the balance of the provisions shall continue to be effective.

Important Notice!

Before signing this Agreement, read this entire document very carefully. If an accident were to occur involving the Participant, you and the Participant (by signing this Agreement) would be giving up legal rights that you and the Participant might otherwise have. In addition, you and the Participant might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign the Agreement, but instead you should consult with your legal advisor. IT IS THE INTENTION OF THIS DOCUMENT TO EXEMPT AND RELIEVE THE RELEASED PARTIES AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH

Parent or Guardian's Signature

Participant's Signature

Parent or Guardian's Name (Printed)

Participant's Name (Printed)

Date:

Date: