



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT:
FLIGHT CLUB 502 COVID-19 PANDEMIC RESPONSE

You are required to read the following information carefully, make sure you understand it fully, initial each block and sign it before participating in any flight training or Club activity. If you are under the age of eighteen (18), this document also requires the initial and signature of the responsible adult (parent/guardian) in the appropriate spaces in addition to the member.

1. I acknowledge that my participation and/or presence at Flight Club 502 and it's facilities and property (aircraft, simulators, meeting rooms, hanger, and common areas) is completely voluntary. _____ (initial) _____ (initial of Parent/Guardian if applicable)

2. I am fully aware of the risks involved and hazards connected with continuing to participate in flight training events and Club activities during this period of COVID-19 pandemic. I hereby elect to voluntarily participate in flight training and Club activities with full knowledge that such participation may be hazardous to me and my property. I voluntarily assume responsibility for any risks of loss, property damage, personal injury, mental injury, or bodily injury, including death, that may be sustained by me or any loss or damage to property owned by me as a result of being engaged in such activity. _____ (initial) _____ (initial of Parent/Guardian if applicable)

3. In consideration for receiving permission to engage in Flight Training and Club Activities, I hereby release, waive, discharge and covenant not to sue Flight Club 502 and any of its parents, subsidiaries, affiliated entities, and the officers, directors, trustees, agents, servants and employees of each of them (collectively, the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury (including death) that may be sustained by me while engaging in Flight Training or Club Activities, or any activities arising out of or related to Flight Training or Club Activities, at Flight Club 502, or while in, on, or upon the Facility and/or any premises of Releasees where such Flight Training and Club Activities are being conducted. _____ (initial) _____ (initial of Parent/Guardian if applicable)

4. I further hereby agree to indemnify, release and hold harmless the Releasees from any loss, liability, claims, actions, damage or costs, including court costs and attorney fees, that Releasees may incur due to my participation in Flight Training or Club Activities. _____ (initial) _____ (initial of Parent/Guardian if applicable)

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family, and spouse (if married), if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky. _____ (initial) _____ (initial of Parent/Guardian if applicable)

6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily at my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same. _____ (initial)

In the event I am under eighteen (18) years of age, my parent(s) or guardian(s) agree to execute this release for full, adequate and complete consideration fully intending to be bound by same. _____ (initial of Parent/Guardian if applicable)

7. I further certify that I am in good physical condition, that I currently do not exhibit any known symptoms of COVID-19 (including, but not limited to, fever, sore throat, dry cough), and have no medical or physical conditions that would restrict my participation in Flight Training or Club Activities. _____ (initial) _____ (initial of Parent/Guardian if applicable)

8. In consideration of the opportunity to participate in Flight Club 502 Flight Training and Club activities, I hereby knowingly, freely and voluntarily waive any right or cause of action of any kind whatsoever as a result of such activity from which liability could accrue to Flight Club 502 or its agents individually _____ (initial) _____ (initial of Parent/Guardian if applicable)

Member

Print Name: _____

Signature: _____

Date: _____

Parent/Guardian (If applicable)

Print Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____