

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from use of the **Panoche Airstrip**, the undersigned airstrip visitor or user ("**Visitor**") for himself, his personal representatives, heirs, executors, next of kin, spouse, minor children and assigns, agrees as follows:

A. DEFINITIONS – The following definitions apply to terms used in this Agreement:

1. "**Panoche Airstrip**" means the airstrip located at 29935 Panoche Road, Paicines, California and the surrounding real property consisting of 30.15 acres and the structures, improvements and personal property located thereon, owned by 29935 Panoche Road LLC.
2. "**Use of the Airstrip**" means: (i) launching (and/or assisting another in launching), flying (whether as pilot in command or otherwise) and/or landing (including, but not limited to, crashing) an aircraft at the Panoche Airstrip; (ii) parking, storing or assembling gliders or other aircraft on the Panoche Airstrip property; (iii) camping on or any other use of or presence on the Panoche Airstrip property.
3. "**Injuries**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by **Visitor** as a result of **Visitor's Use of the Airstrip**.
4. "**Released Parties**" means the following, including their members, owners, managers, officers, directors, agents, spouses, employees, officials (elected or otherwise), independent contractors, sub-contractors, lessors and lessees:
 - a) 29935 Panoche Road LLC;
 - b) Any person who provides assistance in the maintenance or operation of the Panoche Airstrip;
 - c) Each of the property owners on or over whose property **Visitor** may launch, fly and/or land while using the **Panoche Airstrip**;
 - c) All other persons present at the **Panoche Airstrip** during **Visitor's Use of the Airstrip**.

B. I ACKNOWLEDGE AND AGREE THAT:

1. The **Panoche Airstrip** is a primitive landing field which does not receive regular maintenance and contains multiple hazards including without limitation: (i) the airstrip grass is not mowed regularly and may be tall enough to snag a wingtip and cause a ground loop on either takeoff or landing; (ii) there are many animal burrows on and in the vicinity of the airstrip surface, some of which may be larger than the wheel size of aircraft using the airstrip, and rolling over or into any of these burrows by an aircraft in motion could result in serious injury or death to the pilot and/or passengers of the aircraft in addition to significant damage to the aircraft, (iii) there are barbed wire fences in close proximity to the ends of the Panoche Airstrip and its northern edge, and an encounter with such a fence by an aircraft in motion could result in serious injury or death to the pilot and/or passengers of the aircraft in addition to significant damage to the aircraft; (iv) there are utility wires and utility poles adjacent to the western end of the Panoche Airstrip, and any attempt to land or take off an aircraft over such wires and poles could result in a crash into the wires and/or poles resulting in serious injury or death to the pilot and/or passengers of the aircraft in addition to significant damage to the aircraft; (v) there are known to be rattlesnakes on the Panoche Airstrip property and they have been found inside the structures on the property; (vi) the structures on the Panoche Airstrip property were not completed in accordance with county building permits and are in various conditions of incompleteness, deterioration and/or decay and may contain many hazards to life and limb of anyone who enters such structures; (vii) the Panoche Airstrip property may contain abandoned vehicles, junk piles and other objects with sharp and jagged edges, hazardous or toxic substances and other risks of injury or death to anyone encountering such vehicles, junk piles or other objects; (viii) water available from the well on the Panoche Airstrip property has not been tested or certified for human consumption and may contain chemical, biological or mineral substances which are hazardous to human health.

2. The **Panoche Airstrip** may become unsuitable at any time for use by gliders, towplanes and/or other aircraft due to conditions within or without the control of the owner of the **Panoche Airstrip**, including but not limited to tall grass, animal burrows, the presence of obstructions such as people, animals, vehicles, aircraft or other equipment, or adverse weather conditions.

3. The **Visitor** is solely responsible for determining whether the **Panoche Airstrip** is in suitable condition for use before each landing or takeoff or other use of the **Panoche Airstrip** by **Visitor**.

C. I FOREVER RELEASE AND DISCHARGE the **Released Parties** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **Injuries**, however caused, even if caused by the negligence (whether active or passive) of any of the **Released Parties**, to the fullest extent allowed by law.

D. I WILL NOT SUE OR MAKE A CLAIM against any of the **Released Parties** for loss or damage on account of **Injuries**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **Released Parties**.

E. I AGREE TO INDEMNIFY AND REIMBURSE the **Released Parties** for their defense and indemnity from any claim or liability if Visitor or any other person or entity suffers **Injuries** as a result of **Visitor's Use of the Airstrip**, even if caused in whole or in part by the negligence (whether active or passive) of any of the **Released Parties**, to the fullest extent allowed by law.

F. I AGREE THAT this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of California.

G. SEVERABILITY. If any part, article, paragraph, sentence, or clause 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.

H. CONSTRUCTION. This agreement shall apply to all **Injuries** occurring at any time after the execution of this agreement. This agreement is in addition to and not intended to replace any other agreements related to liability for **Injuries** that **Visitor** may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Visitor** intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

I. I REPRESENT THAT Visitor is at least 18 years of age.

J. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF Injuries, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF USE OF THE AIRSTRIP, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGE FROM THE RELEASED PARTIES, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED IN CONNECTION WITH USE OF THE AIRSTRIP.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Visitor's Signature

_____/_____/_____
Date

Print Visitor's Name