

**AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY**

In consideration of being permitted to participate in the Activities (as defined below) conducted by VICTORY AVIATION COMPANY, LLC (the "Company"), I agree as follows:

1. **Activities** - I would like to participate in various activities with the Company (the "Activities"), including but not limited to the following activities: ground training, flight training, formation training, upset prevention training, riding as a passenger aboard an aircraft, boarding and un-boarding the aircraft, and all related activities.

2. **Assumption of Risk** - I understand that flying in private aircraft necessarily entails the risk of bodily injury, death and property damage from pilot error or other operational errors. In addition, flights could result in injuries from a combination of factors including but not limited to: engine or mechanical failure, latent defects in the aircraft, negligent maintenance, defects in runways, interference by wildlife or foreign objects, difficult search and rescue, unfavorable weather or terrain conditions, the possibility of contaminated fuel, hard or forced landing, or other causes. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains, (b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (c) catastrophic injuries, including paralysis and even death. **Notwithstanding these risks and other hazards of flying that may be foreseeable but not specifically identified herein, I, for me, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury, death or property damages arising out of or related to the Activities.**

3. **Release, Discharge, and Agreement Not To Sue** - I, for myself, my heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue the Company, and its officers, directors, members, employees, agents, divisions, affiliates, and volunteers from any and all claims that we might otherwise have against the Company, for any injury or death to the participant, or for any damage to our property, arising from, but not limited to, participation in the Activities. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any active or passive negligence of the Company, and any other breach of a legal duty arising by common law, statute, contract or otherwise.

4. **Indemnification and Hold Harmless** - I agree to indemnify and hold the Company harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, incurred, brought as a result of or arising out of my involvement in the Activities and to reimburse the Company for any such costs and expenses as they are incurred. **I expressly acknowledge and agree that this duty to indemnify and hold the Company harmless shall apply even under circumstances where the Company has acted in a negligent or tortious manner.**

5. **Acknowledgements and Full Release** - I acknowledge that the Company has given me the opportunity to discuss the provisions of this document with legal counsel, and that I have either had such discussions, or chosen not to do so. I acknowledge that I possess the necessary current pilot and medical certificates and ratings required by the Federal Aviation Regulations for any subject flight and that I do not rely in any way on the Company to make this assessment. I acknowledge that the flight I make may place physical and mental demands on me and that through my own evaluation I believe myself to be possessed of the requisite skill, training, and required physical and mental condition to make these flights and do not rely in any way on the Company to make any assessment in this regard. I acknowledge that Company aircraft are classified by the FAA as "Experimental" category, and as such their FAA-approved maintenance program may or may not comply with original military or manufacturer programs, including but not limited to: inspection intervals, component overhaul recommendations, component life cycles, and/or inspection checklists. I acknowledge that I have been given the right to object to any of these provisions, but have voluntarily and knowingly chosen not to do so. **I am freely and voluntarily signing this Agreement and intend that my signature be the complete and unconditional release of all liability to the greatest extent allowed by law.**

6. **Severability** - I expressly agree that these agreements are intended to be as broad and inclusive as is permitted by the law of the State in which the Activities are to be conducted and that if any part of any provision is held to be invalid, it is agreed that the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

\_\_\_\_\_  
Participant's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant's Name (Printed)