



Aircraft Rental, Participation, Credit Card Authorization & Liability Release Agreement

INSTRUCTIONS: Please read and complete this agreement in its entirety. If any item is not applicable, please write "N/A" next to that line item on this checklist. Once all items have been checked, received and reviewed, an authorized member of the Centennial Aviation Academy shall sign the portion below on this sheet indicating official receipt. Any questions should be directed to the appropriate company administrator.

Items to Collect Along with this Agreement:

- Copy of Student's Passport **or** Birth Certificate **and** Government Issued Photo ID
- Copy of U.S. Visa (if applicable)
- Copy of Student's State ID Card/Driver's License
- If student is under 18, then a copy Parent/Guardian State ID Card/Driver's License
- If student is not a US National, then a copy of the TSA Authorization
- FAA Medical Certificate
- FAA Pilot Certificates
- Proof of Aircraft Insurance (for students soloing or renting)

-----For Centennial Aviation Academy Official Use Only-----

I, as an authorized representative of the Centennial Aviation Academy Inc. certify that this packet has been received in its entirety and is complete.

Name of authorized CAA representative: _____

Signature: _____ Date Received: ____ / ____ / _____

CAA Packet Revision Number: 022023



Aircraft Rental, Participation & Liability Release Agreement

Please complete all pertinent sections of this agreement. Aircraft rental/participation by the renter/student (used interchangeably) in any and all Centennial Aviation Academy, Inc., (herein after known as Centennial Aviation Academy or "CAA") events will only be permitted once this entire agreement is accurately completed, received and then signed by a CAA instructor/authorized staff member. If the renter is under the age of 18 then a parent or guardian having legal custody must co-sign this agreement. If you have any questions, please contact an authorized member of CAA directly.

Please check all that may apply:

Certificate: Student ___ Private ___ Commercial ___ ATP ___
Ratings: ASEL ___ AMEL ___ IFR ___ CFI ___ CFII ___ MEI ___ OTHER ___
Endorsements: Complex ___ HP ___ Tailwheel ___ High Altitude ___ OTHER ___

Complete the following:

Renter's Full Legal Name: _____

Renter's Full Address: _____

Contact Phone: _____ Type: _____

Pilot Certificate Number: _____ Date of last BFR/Equip: _____

Date of Last IPC/Equip: _____ FAA Wings Participant: YES/ NO

Wings Phase: _____ Date Completed: _____

FAA Medical Certificate:

Number/App ID: _____ Class: _____ Date Issued: _____

Expiration: _____ Limitations/Waivers: _____

Aviation Insurance Information:

Carrier: _____ Policy Number: _____

Hull Limits: _____ Liability Limit: _____

Eff Date: _____ Exp. Date: _____

Renter's Flight Experience (TT is defined as Total Time):

TT: _____ TT Complex: _____ TT IFR: _____ TT XC: _____ TT NIGHT: _____

Hours by Make and Model of Aircraft:

Make/Model: _____ TT: _____ Make/Model: _____ TT: _____
Make/Model: _____ TT: _____ Make/Model: _____ TT: _____

Please answer the following questions. All "yes" answers must be fully explained in writing:

As PIC (Pilot in Command) or as SIC (Second in Command), have you ever been involved in any aircraft incident(s)/accident(s)? NO / YES (if yes, please explain)

As PIC (Pilot in Command) or as SIC (Second in Command), have you ever been found guilty of any Federal Aviation Regulation violation(s)? NO / YES (if yes, please explain)

Explain any questions you answered "yes" to: (use additional pages if required) _____

In exchange for allowing me the privilege of renting an airplane, taking flight lessons and or participating in any activity from the Centennial Aviation Academy, I hereby voluntarily agree to abide by the following rules: (Initial next to each line item.

If student is under the age of 18, a parent(s)/legal guardian(s) initials are also required).

_____ I agree to comply with all applicable federal, state, local and CAA regulations.

_____ I understand that CAA may (at its sole discretion), at any time, terminate my training for any reason which may include but shall not be limited to: failure to pay, habitual tardiness, any exam failures, canceling/no showing for classes or failure to meet the requirements to uphold a FAA (Federal Aviation Administration) Medical Certificate. I further understand that late reservation cancellation (within 24 hours of a scheduled flight/lesson), or showing up more than 15 mins late for a lesson will result in a late cancelation fee (as posted on the company website). If I book a lesson with an instructor, I understand that there is a one-hour minimum instructor charge (regardless of actual lesson duration if less than one-hour). Any courtesy discount to the one hour minimum shall not be considered as a one-time variance and shall not set a precedent.

_____ I understand that my training at CAA is not guaranteed and that there is no guarantee of a license. The training will be provided strictly on a lesson by lesson basis. At my instructor's sole discretion, and when they believe I have met the pertinent requirements and standards, they will specifically endorse me per the regulations for an FAA exam. There is no oral, verbal, or written contract between CAA and myself that promises a course of training or any certification. Appropriate certification shall only be earned as, when and if such training is completed in compliance with the Federal Aviation Regulations pertinent at that time.

_____ I understand that CAA aircraft are equipped with tracking devices and a transponder. I agree to ensure that this is always enabled while the aircraft is being operated under my authority. Disabling or tampering with such devices shall constitute a breach of this agreement and future rental privileges shall be immediately suspended.

_____ I will perform a complete pre-flight inspection using the manufacturers approved checklist prior to taking any flight.

_____ I agree to NOT use the aircraft for hire or for any other commercial use or activity.

_____ I understand that during the course of training that I may be exposed to certain chemicals that may include (but shall not be limited to) aviation fuels, hydraulic fluid, engine oil, lubricant and others. I accept the risks of handling such chemicals and have looked at the manufacturers data and or any material safety data sheets (MSDS) that may be available. I understand that I may provide my own gloves and or personal protective equipment (PPE) while handling such chemicals.

_____ I agree to return the aircraft at the agreed time (safety permitting) and will return it in the same condition it was received (normal wear and tear expected). Should any delay occur, I further agree to contact CAA to advise of the delay. Should the aircraft need to be recovered from another airport due to any reason except for mechanical failure (that is solely resulting from normal wear and tear), I agree to fully reimburse CAA for any expenses associated with recovering the aircraft.

_____ I understand that an aircraft checkout is required before any aircraft rental can commence under my authority as Pilot in Command (PIC).

_____ I understand that it is my responsibility to provide the CAA with any updated information as pertinent to this agreement (including any credit card or billing information).

_____ I agree to only land at public use airports that are paved and have dimensions of at least 3,000ft x 50ft (or at least 50% higher than the length required by the Pilots Operating Handbook for the type of operation being conducted – whichever amount is higher). Any airports or landing areas not meeting these criteria are not approved and are prohibited unless otherwise specifically authorized in writing by a chief pilot. Should any variance be allowed, that shall only be valid for that specific flight and is not considered a permanent authorization. Students on dual training flights may land on airports that do not meet this requirement as long as they are with a CAA instructor and a Chief Pilot has approved that flight.

_____ I agree to discontinue my flight if the flight conditions should fall outside the limits as established in the “dispatch minimums” section on the flight scheduling system/website

_____ I agree to not practice or intentionally cause the aircraft to enter a spin unless in a spin certified aircraft and when accompanied by an authorized CAA flight instructor.

_____ I AGREE THAT THE CENTENNIAL AVIATION ACADEMY WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE SUFFERED BY ME DUE TO AIRCRAFT AVAILABILITY, MALFUNCTION OR MY FAILURE TO ARRIVE AT MY DESTINATION ON A TIMELY BASIS. I FURTHER UNDERSTAND THAT THE CENTENNIAL AVIATION ACADEMY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY AIRCRAFT RENTAL.

_____ I agree to report any precautionary landings or any other aircraft or passenger related anomalies to a Chief Pilot. I further agree that in the event of an emergency/precautionary landing, that I am solely responsible for the aircraft until that time in which a CAA instructor or other company-authorized personnel are on the scene and relieve me of this obligation.

_____ I agree that unless otherwise specifically authorized (in writing) by a Chief Pilot; to always operate the aircraft from the left seat. I further understand that while renting aircraft from the CAA that I (when certified to do so) am to act as Pilot in Command (PIC).

_____ I agree to pay for all posted charges including any landing, handling or other service related fees that may be paid by CAA that may occur as a result of any of my flights. I further understand that any fuel purchases made by or in conjunction with my flight shall be reimbursed only up to the posted amount as stated on the company website. If self-serve fuel is available, I agree to use that instead of full service. If full service is used instead of self-serve, I understand that will be charged the difference from self-serve to full service even if full service is less than posted price cap as listed on website.

_____ I agree to not take the aircraft outside of the United States of America continental limits unless otherwise authorized by CAA in writing. In this event, such authorization shall only apply to that individually authorized flight and is not considered a permanent authorization.

_____ I agree to never hand prop the airplane, never allow anyone to enter or leave the aircraft while the engine is running and also to never smoke on any ramp areas or in the airplane.

_____ I understand that I will be held financially responsible and liable in the event of any incident/accident resulting in damage or injury to persons or property on the ground, in the aircraft (for passengers I may have onboard) and/or for any damage to the aircraft. I further agree and understand that my passengers must sign a waiver prior to boarding any CAA aircraft.

_____ I understand that the Centennial Aviation Academy's insurance policy(ies) only cover them and that their insurance is not extended to me/my passengers in any way. I am fully responsible in the event should any hull loss or liability occur. While renting any CAA aircraft, I agree to maintain a minimum insurance hull limit of \$100,000.00 and liability coverage of \$1,000,000.00 and understand that my insurance shall be primary in the event of any loss regardless of fault. The Centennial Aviation Academy and/or its insurance company have full rights to subrogate against me for any payments it may be required to make on account for any damage or loss arising out of my operation of the aircraft. I further agree that any lapse insurance coverage does not relieve me of this financial responsibility and agree to be held personally liable for any damages caused when the aircraft is under my operational control.

_____ I understand that as a certificated pilot, (student and higher) I will be required to maintain 30 day currency with CAA (day or night) to rent a CAA aircraft (student pilots must have at least one flight a month with a CFI). I agree that outside this time I will be required to perform a new checkout/proficiency flight with a CAA instructor. I understand that satisfactory performance per current Airmen Certification Standards or CAA student pilot standards for the certificate or rating held will be required to continue renting. Failure to perform to this standard will result in an immediate suspension of rental privileges.

_____ I understand that aircraft and Instructor are subject to change regardless of what the schedule reflects or what was originally booked. I further understand that practical test (check-ride) and dual flights have scheduling priority over all other flight types.

_____ I understand that to schedule a practical test (check-ride) I must have met all the requirements for the issuance of that certificate and must also have approval from a chief pilot and or a director of training. Once an exam is scheduled I further understand that the date shall be binding and can not be canceled or modified (certain case by case exceptions may be made at the sole discretion of CAA). Exams that are voluntarily canceled for any reason shall incur a exam fee equal to the amount charged by the FAA Examiner. Exams canceled less than 3 days (for single pilot exams) and 5 days (for group exams where the cost to fly to/from the exam would be split with another pilot) prior to the practical test date shall also incur a fee of \$500 (in addition to the examiners fee). This fee shall not be charged if weather is below examiner minimums, if a aircraft technical issue occurs or if it would be above the pilots limitations as determined by the certifying instructor. Should a student need to cancel due to illness or circumstances beyond their control then the appropriate documentation shall be required. Acceptance of such documentation for a waiver of fees shall be at the sole discretion of CAA.

_____ I understand that CAA shall only work directly with me (as the student stated in this agreement) for all training, scheduling and such related matters. This does not apply to students under 18 (where CAA has a right to discuss my training with a parent or legal guardian). I understand that CAA does not work with any third parties (unless otherwise agreed to in writing by CAA).

_____ I agree that all guests (except students of CAA who have already completed this agreement) must sign a valid guest waiver prior to flying on any of CAA's aircraft. I further understand that prior authorization to bring a guest(s) is required from the Instructor/ Pilot-In-Command.

_____ I agree that if I am an adult student (over the age of 18 or otherwise enrolled in a private course of study) to always dress in smart casual (or better) attire. If I am a student under the age of 18 and or enrolled in any Pilot Academy Program course to dress in the following manner:
All Classes and Winter Flights (October 1-March 31): Full pilots uniform including pressed white pilot shirt (and white undershirt), black pants, black solid leather belt, polished black dress shoes, black tie, name tag/epaulets/wings and a black pen.
Summer Flights (April 1- September 31): CAA Issued polo, black dress pants or dress shorts, black solid leather/leatherette belt, polished black dress shoes or if with shorts then other professional/solid color closed toe shoes, and a black pen.
Failure to adhere to this dress code will result in a flight cancellation/dismissal from class (with the appropriate cancellation/no show fee applied) and/or a \$50 violation fine.

_____ I understand that CAA requires a minimum of 3 lessons per week to remain eligible as a student at CAA. If less than 3 classes are scheduled per week, CAA has the right to terminate training. The only exception is for students under the age of 18 years old must train at least 4 times per month.

_____ I understand there is a 3 hour daily minimum rental for any reservation scheduled for over 12 hours per calendar day. This minimum charge applies for each calendar day the aircraft is scheduled. If the actual flight time does not meet this daily minimum, the difference will be charged on a per day basis.

_____ I understand that this agreement may be updated from time to time and that the most recent revision will be electronically available for my viewing on the CAA website at www.centennialaviationacademy.com. If the website should be unavailable, then a hard copy will be made available upon request at the Centennial Aviation Academy's primary business location. I further understand that by continuing to rent aircraft from CAA, that I will be bound to any updates in this document and that it is my responsibility to check the most current revision for changes before each and every rental of any CAA aircraft. If I do not approve of any of the changes then I will refuse aircraft rental and/or flight lesson.

CENTENNIAL AVIATION ACADEMY, INC.

PARTICIPATION AGREEMENT

I, the undersigned (the student – if under 18 then also the parent/legal guardian), have the authority to enter into this agreement, in exchange for being allowed to take part in this or any other flight/activity. I, the undersigned, agree to this contract as follows:

AGREEMENT TO WAIVE ALL CLAIMS, LIABILITY AND NOT TO SUE

I release and discharge the Centennial Aviation Academy, Inc., and all the officers, directors, students, chapters, employees, agents, divisions, affiliates, and volunteers (including pilots, owners and operators of airplanes used during any event/flight) of each of those corporations and any other persons or entities (herein after known as "CAA"), claimed or deemed to be liable from, and agree not to sue CAA for, any and all claims against CAA for, any injury or death arising from the participation in any flight/activity. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of CAA, other than those resulting from the gross negligence or willful misconduct of CAA.

AGREEMENT TO ARBITRATE, WAIVE JURY TRIAL AND LEGAL FEES

Should any matter arise which cannot be mutually resolved between CAA and myself, I agree that, that, upon the sole and exclusive election of CAA, any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or relating to my enrollment or participation (whether direct or indirect) in any CAA activity, shall be resolved by binding arbitration and under the Rules of the American Arbitration Association in Atlanta, GA. The parties exclusively select the application of Georgia substantive law to resolve legal issues that may arise in the course of such arbitration or any litigation between the parties. Should any such controversy arising from or related to this agreement or any other agreements or dealings between the parties be litigated rather than arbitrated, the parties select as the sole and exclusive venue for any such litigation the appropriate court(s) in DeKalb County, GA. In this event, each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any related way relating to this agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, common law or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to trial by jury. Regardless of dispute, arbitration or case outcome, CAA shall always retain the right to demand any and all legal fees it encounters as a result of any claim, despite or controversy (including but not limited to court and attorney fees).

ASSUMPTION OF RISK

I understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including but not limited to airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could include, but are not limited to, minor injuries such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; or catastrophic such as paralysis, severe burns, or death. I assume all risks and full responsibility for any injury or death arising from taking part in any activity/flight.

NO ORAL AGREEMENTS

This entire agreement and any attached documents constitute the final agreement between the parties and may not be contradicted by evidence of prior contemporaneous or subsequent oral agreements between the parties. There are no unwritten agreements between the parties.

INDEMNIFICATION

I agree to indemnify and hold CAA harmless from any losses, claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in any flight/activity including any claim by a third party as to personal injury or property damages. This duty to indemnify and hold CAA harmless applies even if CAA is negligent and even if the negligence of CAA is as the sole proximate cause: however, indemnification of CAA is not required if CAA is grossly negligent or has engaged in willful misconduct.

SEVERABILITY/COUNTERPARTS

If any term of this entire Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

PHOTO/VIDEO/AUDIO RELEASE

I hereby grant CAA, the right to take photographs/videos (which include audio recordings) of me and my property in connection with any CAA sponsored event. I further authorize CAA, its assigns, and transferees to copyright, use, and publish the same in print and/or electronically. I agree that CAA may use such photographs/videos/audio recordings of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and online content. I further understand and agree to being recorded by both audio and video for surveillance/security purposes while on CAA Property. I understand that if I do not agree to the above terms then I will not partake in any program offered by CAA.

LEGAL ADVICE

I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the perpetual, unconditional release of all liability to the greatest extent allowed by law. Before signing, carefully read this entire agreement.

Note from CAA: If an accident were to occur, you would be giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

Signature of Student/ Enrolling Student

Printed Name of Student/ Enrolling Student

Signature of Parent/ Legal Guardian (If under 18)

Printed Name of Parent/ Legal Guardian (If under 18)

Billing Policy and Credit Card Authorization Form

All students must maintain a positive or “zero” account balance at all times. Payment is due immediately at the time services are rendered or upon issuance of an invoice (whichever is first). Past due accounts (held over by more than 24 hours after services are rendered) will be assessed a 10% late fee and future scheduling privileges will be denied. Any courtesy waiver of this penalty (may be provided at the sole discretion of CAA) shall be “one time” in nature and not be considered as a permanent waiver. Returned checks shall be subject to a \$30 fee or 5% of the invoice amount (whichever is greater, to the extent allowable by law). Delinquent accounts held beyond 30 days from when payment was due shall be reported to collection agencies and or a claim shall be filed in court for collection. All costs, attorney fees etc. (without limitation) associated with recovery shall be the sole responsibility of the student/parent and will be a part of the claim.

I _____ (on the behalf of myself and or my student, _____) understand and agree to always keep a current, valid credit card on account with CAA. I further understand that all credit card payments shall incur a 3.5% convenience fee. The card on file (plus the 3.5% convenience fee) will be charged only if the account balance becomes negative immediately following a flight/lesson. CAA requires that a active and current credit card always be kept on file. By adding a credit card number online, I hereby grant Centennial Aviation Academy, Inc. my express permission to charge the card for any amount that a balance is owed for. I also agree to adhere to the requirements as stated in my card's issuing/member agreement and I agree to not dispute, decline, deny (in any way) or otherwise “inquire on” the charge with the card issuer. A penalty of \$75 shall be assessed to the account should CAA be notified that a charge has been disputed, declined, denied or “inquired” upon. Card security and privacy is fully managed by the company whose system CAA uses for billing (and their associated merchant processor), and is subject the terms and conditions on their respective websites.

I understand that I can avoid the 3.5% convenience fee, if I opt to:

- Keep a positive balance on account and provide payment by cash, check or Zelle or send payment in advance via mail by check/Online Bill Pay to Centennial Aviation Academy, 1980 5th Street, Atlanta, GA 30341
- Pay at the end of each lesson using cash, check or Zelle

Any refunds made against account credit shall be issued only to the original payer via company check or other certified means as deemed by CAA. Credit card processing fees shall not be returned and will not be deemed as a part of the refund amount.

Student/Authorizer Signature

Date

CENTENNIAL AVIATION ACADEMY, INC.

Medical Liability Release Form

DIRECTIONS: Due to legal restrictions, it is necessary that all students/participants complete this form to be eligible to attend any and all Centennial Aviation Academy, Inc., (herein after known as "CAA") events. Please PRINT all information. (If any item needs to be intentionally left blank, please write "N/A" on that line)

Full Legal Name: _____

Home Address: _____

Parent/Student Telephone: Home: _____ Work: _____

Second Parent/Guardian/Telephone: Home: _____ Work: _____

Student's Physician: _____ Phone: _____

Physician's Address: _____

Alternate Contact: _____

Telephone Number: Home: _____ Work: _____

Insurance Information:

Name of insured: _____ Insurance Company: _____

Group #: _____ Policy #: _____

Do you have or have you ever had: (check any applicable item)

___ Allergies ___ Convulsions ___ Blackouts ___ Heart/Lung Problems

___ Physical Handicap ___ Medicine Reactions ___ Disease of any kind ___ Other (be specific)

Please explain any checked items above: (attach another sheet of paper to this document if needed)

If currently taking any prescription or non-prescription medication, please specify below:

LIABILITY RELEASE: I certify that the information described above is accurate and complete to the best of my knowledge. I understand that each individual is responsible for his/her own insurance coverage at all times during any CAA sponsored event. I release and discharge the Centennial Aviation Academy Inc., and all the officers, directors, students, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes used during any event/ flight) and each of those corporations from any legal or financial responsibility with respect to my personal or my student/child's participation in or contact with any known element associated with an activity including competitive events.

STUDENT/PARENT/GUARDIAN: Please initial in the box following and sign your name.

By initialing in this box, I give my permission for my (or my child's) immediate medical treatment as required in the judgment of the attending physician or authorized officer, and at the discretion of CAA officers, volunteers or other CAA authorized personnel. I also agree to fully cover any and all associated costs and fees. Notify me and/or any persons listed above as soon as possible.

Parent/Guardian's Signature: _____ Date: _____

Student's Signature: _____ Date: _____

*****END OF RENTAL AGREEMENT PACKET*****