

Student, Parent Waiver Form



AGREEMENT TO WAIVE LIABILITY, COVENANT NOT TO SUE, ASSUME RISK AND INDEMNITY

The young person identified below wants to take part in the FUN FLIGHT DAY offered by the 100 Mile House Flying Club. As part of the program, the young person may ride in an aircraft. The program is conducted by volunteer Flying Club member pilots who are licensed by the Department of Transport, Transport Canada ("TC"). These volunteer pilots fly a wide variety of aircraft that are also licensed by TC. I am the young person's parent or guardian and I represent and warrant that I have the authority to enter into this Agreement to Waive Liability, Covenant Not to Sue, Assume Risk and Indemnity ("Agreement") on their behalf. In exchange for being allowed to take part in the program, the young person and I agree as follows:

AGREEMENT TO WAIVE LIABILITY The young person and I, in my own right and as a parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), release and forever discharge the 100 Mile House Flying Club, their Insurers and their respective officers, directors, members, agents, affiliates, volunteers, sponsors, insurance brokers, and insurers (including pilots, owners and operators of aircraft used in the FUN FLIGHT DAY) ("Representatives" and individually a "Representative"), jointly and severally, from any claims against one or more of the 100 Mile House Flying Club, their insurers and Representatives (including, but not limited to, claims for any injury or death) arising from the young persons participation in the Flight Day, from my participation in the Flight Day, or both. It is agreed and understood that the Insurers are only financial sponsors of the Flight Day and do not have any input or control over the operation or conduct of either the 100 Mile House Flying Club, or the Flight Day. This waiver, release, and discharge applies to all legal rights, including those resulting from any negligence of one or more of the 100 Mile House Flying Club, their Insurers, and any Representative, unless such rights result from the gross negligence or willful misconduct of the 100 Mile Flying Club in which case the waiver, release, and discharge will not apply to the 100 Mile House Flying Club.

COVENANT NOT TO SUE The young person and I, in my own right and as a parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), hereby covenant and agree not to sue one or more of the 100 Mile Flying Club, their Insurers, and the Representatives, jointly and severally, for any claims (including but not limited to, claims for injury or death) arising from the young person's participation, my participation, or both, in the Fun Flight Day. This covenant not to sue applies to all legal rights, including those resulting from any negligence of one or more of the 100 Mile House Flying Club, their Insurers, and Representatives, unless such rights result from the gross negligence or willful misconduct of the 100 Mile House Flying Club in which case the covenant not to sue will not apply to the 100 Mile House Flying Club.

ASSUMPTION OF RISK We understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew, 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 be minor such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; catastrophic such as one or more of paralysis, severe burns, and death. If the young person is old enough to understand these risks, I have explained these risks to him or her. The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives, and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the FUN FLIGHT DAY.

INDEMNIFICATION **The young person and I agree to indemnify and hold harmless, The 100 Mile House Flying Club, their Insurers and the Representatives,** jointly and severally, from any claims, costs, damages, and liabilities, including lawyer's fees, arising from taking part in the FUN FLIGHT DAY. **This duty to indemnify and hold harmless the 100 Mile Flying Club, their Insurers and the Representatives applies even if one or more of the 100 Mile House Flying Club, their Insurers and any Representatives is negligent; however, this duty to indemnify and hold harmless shall not apply in relation to the 100 Mile House Flying Club if and to the extent that such claims, costs, damages, or liabilities result from the gross negligence or willful default of the 100 Mile House Flying Club.**

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 and negotiate the provisions of this Agreement. I am freely and voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

Before Signing, Carefully Read This Entire Agreement

Note from the 100 Mile House Flying Club: If an accident were to occur, you and the young person (by signing this Agreement) 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.**

Parent or Guardian Signature

Please Print Young Person's Name

Please Print Parent or Guardians Name

Date