

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT TO RELEASE, DEFEND, HOLD HARMLESS, and COVENANT NOT TO SUE

COMMEMORATIVE AIR FORCE -AIRBASE GEORGIA – TRARON (“CLINIC”)

I, the undersigned, desire to participate in flying, training, social, ground transportation, formation training and practice, air show rehearsal, travel to and from the CLINIC, and related activities (“ACTIVITIES”) held at the Atlanta Regional Airport located in Peachtree City, Georgia (KFFC), and other locations related to the CLINIC.

Assumption of Risk: My participation is purely voluntary and on my own initiative, risk and responsibility. I am aware of, and acknowledge the risks involved in the ACTIVITIES, both latent and inherent, which, despite precautions taken, could result in my injury, illness, death or property damage. **I am aware of and acknowledge the risk of COVID-19 infection due to exposure to other people, whether symptomatic or not, and whether direct or indirect. I agree to abide by the COVID-19 CDC Guidelines and local restrictions in place at the time of the CLINIC.** In consideration for being permitted to participate in the ACTIVITIES, I voluntarily assume any and all risks of my illness, injury, death or property damage while participating in the ACTIVITIES whether as pilot, passenger or as an invitee. **Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any illness, injury, death or property damage arising out of or related to the ACTIVITIES. To the extent my family has any doubt, I hereby request that you honor my wishes by refraining from any litigation against the RELEASED PARTIES (as defined below).**

Fitness for ACTIVITIES: I represent that as to all ACTIVITIES in which I will participate, that I possess the requisite skill, physical fitness, and mental condition to participate in the ACTIVITIES as confirmed by my medical professionals prior to travelling to the CLINIC; that I hold all required permits and licenses for the ACTIVITIES in which I will participate; that I have reviewed and will abide by the established CLINIC guidelines; that if participating as a pilot, that I and my aircraft are in compliance with all applicable Federal Aviation Regulations and that my aircraft is in good and safe condition for the stresses imposed by the ACTIVITIES; and that I do not rely in any way on any of the Released Parties to make an assessment about my Fitness to participate in the ACTIVITIES.

Release, Discharge, and Agreement Not to Sue: I do hereby, for myself, my heirs, executors, representatives, administrators and assigns, release and forever discharge and hold harmless, TRARON (Training Squadron One) of the Commemorative Air Force, Airbase Georgia of the Commemorative Air Force, their administrators, officers, agents, directors, shareholders, servants, employees, sponsors, and contributors; CLINIC volunteer staff, organizers, instructors, safety pilots and check pilots; pilots and owners of any aircraft which I may occupy; the Atlanta Regional Airport and Airbase Georgia of the Commemorative Air Force (hereinafter jointly referred to as “RELEASED PARTIES”) acting officially or otherwise, from any and all damages, injuries, claims, demands, actions or causes of action, of any sort even if caused by negligence of one or more of the RELEASED PARTIES, which may arise out of, or relate in any manner to, my participation in the ACTIVITIES or the CLINIC. **I expressly acknowledge and agree**

that this release and discharge shall apply even under circumstances where the RELEASED PARTIES have acted in a negligent and tortious manner.

I hereby waive any right to litigation against the RELEASED PARTIES, and if this provision is deemed unenforceable for any reason, I agree to resolve any dispute that might arise as stipulated herein under "Choice of Law". In the event any suit is brought on my behalf or by any third parties arising from any encounter with me or my aircraft during the CLINIC and/or the ACTIVITIES against any of the RELEASED PARTIES, I agree for myself, my executors, administrators, heirs and assigns to defend, indemnify and hold harmless the RELEASED PARTIES, and that any or all of the RELEASED PARTIES shall be entitled to recover all **attorney's fees** and expenses when incurred to resolve any dispute initiated by me or anyone purported to be acting on my behalf, or on behalf of my estate, and/or to defend claims brought by third parties arising from any encounter with me or my aircraft during the CLINIC and/or the ACTIVITIES. **I expressly acknowledge and agree that this duty to indemnify and hold the RELEASED PARTIES harmless shall apply even under circumstances where the RELEASED PARTIES have acted in a negligent and tortious manner.**

Choice of Law: This Agreement shall be interpreted under Georgia Law, including application of any Conflict of Law doctrine(s). I consent on behalf of myself, my executors, administrators, heirs and assigns that any litigation brought against any of the parties described in this Agreement related to the CLINIC or the ACTIVITIES must be brought in the Superior Court of Fayette County, State of Georgia.

Severability: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law 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.

My Signature: I am of legal age. I received a copy of this release in advance with time to review with legal counsel, and I have carefully read this release and fully understand its contents. I am aware that this is a contract and sign it of my own free act and deed. Further, I agree that this Agreement will govern any claim arising out of or from my participation at the CLINIC. **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.**

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. If an accident were to occur, you (by signing this Agreement) would be giving up legal rights that you and your heirs might otherwise have. In addition, you and your heirs might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign it. Instead, you should consult with your legal advisor.

Print Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____