

**(PASSENGERS) AVIATION PARTICIPATION WAIVER & RELEASE OF LIABILITY
AGREEMENT**

IMPORTANT NOTICE! Please read this Aviation Participation Waiver and Release of Liability Agreement (“Agreement”) carefully. It is intended to be legally binding in both the written and electronic form. You may want to consult an attorney to obtain advice about this document. By signing this Agreement, you are indicating your express acceptance of the following terms and conditions:

1. The Persons(s) named below is (are) participating in aviation and receiving this flight for their personal benefit. The Pilot, and Co-Pilot (if applicable) are providing this flight on a completely voluntary basis without compensation. The aircraft is a Piper PA-28-161 or Cessna 182 owned by the **Chuckanut Flying Club**, P.O. Box 1071, Bellingham, WA 98227-1071.

2. The Passenger is participating in aviation by riding in the Aircraft voluntarily, of his or her own free choosing and will, without force or coercion, and after careful consideration of the risks associated with riding in the Aircraft. These risks can include property damage, personal injury, and death, which may result from, among other things, turbulence, mechanical or equipment malfunctions, emergency landings, or accidents. The Passenger expressly assumes these risks and understands that the proposed flight may not be completed. The Passenger has considered other forms of transportation and, after considering such, has chosen to ride in the Aircraft. The Passenger is not required to ride in the Aircraft and the Passenger’s medical condition and health are not known by the aircraft owner or Pilot. The flight does not constitute a necessity and the Aircraft is not a charter. Accordingly, the Aircraft is not equipped with any special equipment or staff.

WARNING: INDIVIDUALS SUFFERING FROM CLAUSTROPHOBIA, HEART CONDITIONS, PHYSICAL DISCOMFORT/IMPAIRMENT, NERVOUSNESS, ANXIETY, PANIC ATTACKS, OR PREGNANCY SHOULD CONSULT A PHYSICIAN PRIOR TO THE FLIGHT.

3. In consideration of the free flight being provided to the Passenger, which the Passenger acknowledges as being sufficient legal consideration to support this Agreement, the Passenger completely waives and releases the following parties (“Released Parties”): (a) The Pilot and the Co-Pilot (if applicable), together with their heirs and personal representatives; and (b) the Aircraft Owner, Lessee (if applicable), and Lessor (if applicable), and each of them, together with their heirs and personal representatives and, if the Aircraft Owner, Lessee (if applicable), or Lessor (if applicable) is a corporation or other legal entity, their officers, directors, shareholders, members, employees, agents, contractors, volunteers, assigns, successors, insurers, and attorneys. (c) Further, it is the intent of the passenger(s) that the family and or any potential claimant respect this waiver as being the intent of the passenger(s) as against any party against whom responsibility would be sought.

4. The Passenger(s) forever waives, releases, and discharges each of the Released Parties from any and all claims and demands of any nature, including, but not limited to, economic damages; non-economic damages; special damages; incidental and consequential damages; and property damage, personal injury, and death, which directly or indirectly arise out of the flight or the delay, inability, cancellation, or failure to complete the flight; timely releasing each of the released parties from any and all claims or demands of any nature, which may arise either directly or indirectly out of the released parties’ own actions. It is the intent of this Agreement to protect and release each of the Released Parties’ from his or her own negligence of any form. It is the intent of this Agreement to protect and release each of the Released Parties from lawsuits, claims, and demands and to otherwise hold the Released Parties harmless from lawsuits, claims, or demands which in anyway relate to, either directly or indirectly, the flight, if the claimed damages or injuries are not immediately apparent. The Released Parties are relying upon the acknowledgments set forth in this paragraph and this Agreement.

5. The Passenger has had sufficient time to read this Agreement in its entirety prior to boarding the Aircraft and further acknowledges that he or she fully understands every word contained in this Agreement and the purpose and intent of this Agreement. A duplicate, photocopy, or facsimile image of this Agreement shall have the same legal effect as the original Agreement and in the event that the original Agreement is lost, destroyed, or misplaced, a duplicate, photocopy, carbon copy, or facsimile image of this Agreement shall be substituted for the original Agreement.

