



**Hangar B6, Frazier Lake Airpark
7901 Frazier Lake Road
Hollister CA 95023**

LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

THERE ARE INHERENT RISKS IN PARTICIPATION IN RECREATIONAL AVIATION ACTIVITIES AND FLIGHT TRAINING. OPERATORS AND PASSENGERS OF RECREATIONAL AIRCRAFT, BY PARTICIPATION, ACCEPT THE RISK INHERENT IN SUCH PARTICIPATION OF WHICH THE ORDINARY OR PRUDENT PERSON IS OR SHOULD BE AWARE. PILOTS AND PASSENGERS HAVE A DUTY TO EXERCISE GOOD JUDGEMENT AND ACT IN A RESPONSIBLE MANNER WHILE USING THE AIRCRAFT, AND TO OBEY ALL ORAL AND WRITTEN WARNINGS, BOTH PRIOR TO AND DURING THE USE OF THE AIRCRAFT.

To the best of my knowledge, I am in good physical condition and believe myself fully medically able to participate in flight training activities. I hold a valid driver's license issued by a US state, and have not been refused an FAA medical certificate, or had one revoked.

I am fully aware of the risks and hazards connected with the participation in general aviation activities, including physical injury or even death, and hereby elect to voluntarily participate in said training, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in these activities. I understand that the aircraft operated by AvSport LLC were manufactured in accordance with Light Sport Aircraft airworthiness standards, and do not conform to standard category airworthiness requirements.

IN CONSIDERATION of my anticipated flight(s) the legal sufficiency of which is hereby acknowledged, I agree, intending to be legally bound hereby, that AvSport LLC, its affiliate Microcomm Consulting, and Frazier Lake Airpark Association, their officers, servants, agents, contractors, and employees (hereinafter referred to as RELEASEES) SHALL NOT BE LIABLE FOR MY DEATH OR INJURY TO MY PERSON, OR FOR ANY LOSS FOR DAMAGE TO MY PROPERTY caused in any manner whatsoever, whether attributable to the negligence of the Released Party, or for any other reason, occurring during the time that I am in, entering or alighting from an aircraft piloted by or under the control of or owned by the Releasees, and I do hereby waive any right of action against the Releasees from any and all causes or claims that I may have against them from the beginning of time. I further agree not to sue on any such cause or claim. This agreement shall not release liability for gross negligence or willful misconduct of the Released Party. I agree to indemnify and hold the Released Party harmless for any losses, judgments or damages he or she may incur, including but not limited to attorneys fees, arising out any lawsuit related to the flight and/or enforcement of or legal challenge to this agreement. It is my intention that this agreement be interpreted and enforced to the maximum extent allowed by California law. It is my expressed intent that this release and hold harmless agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of California.

By signing this release, I acknowledge and represent that I HAVE READ THE FORGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

IN WITNESS WHEREOF I have hereunto set my hand and seal the below written date.

(Name printed in block letters) (Date) (Signature)

Parent's Name (If signer is under age 18) (Date) (Signature)