

WAIVER OF LIABILITY

Desert Flying Club

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate as a member in Desert Flying Club (herein referred to as "DFC"), which includes activities such as, but not limited to, aircraft rental, club fly-outs, safety meetings, flight instruction received in club aircraft, social events, other training, or any activities through or related to Desert Flying Club, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE DFC, the Board of Directors of DFC, or any of its and/or their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, and/or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I am fully aware of the risks and hazards connected with the activities of DFC, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that DFC does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, and/or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in the activities described herein, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise, to the fullest extent allowed by law.
3. I certify that I am physically fit, and capable of participating in the described activities, and have not been advised or have reason to know of any impairment which would inhibit my ability to participate in the described activities. I certify there are no health related reasons or problems which would preclude my participation in the described activities.
4. I acknowledge that this Waiver and Hold Harmless Agreement will be used by DFC and any and all organizers, sponsors or other parties participating in the described activities, and that it will govern my actions and responsibilities at such activities. I further

acknowledge and agree that I will follow any and all rules stated, posted or otherwise made known to me by RELEASEES.

5. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any and all loss, liability, damage, and/or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, REGARDLESS OF WHETHER SUCH LOSS, DAMAGE AND/OR INJURY IS CAUSED BY THE NEGLIGENCE OR CARELESSNESS OF ANY OR ALL OF THE RELEASEES, OR FROM DANGEROUS OR DEFECTIVE PROPERTY OWNED, CONTROLLED, USED OR MAINTAINED BY THEM, OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT FAULT or otherwise, to the fullest extent allowed by law.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State Nevada and that any mediation, suit, or other proceeding must be filed or entered into only in Nevada and the federal or state courts of Nevada. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.
7. This waiver shall be construed broadly, so as to provide a release and waiver to the maximum extent permitted by law.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier 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 agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I HEREBY CERTIFY that I have personal health insurance. My insurance company is

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 201_____.

WITNESS:

PARTICIPANT:
