



## **CARGILL AERONAUTICAL ACADEMY WAIVER OF LIABILITY AND HOLD HARMLESS**

I hereby state and acknowledge that I am voluntarily contracting with Cargill Aeronautical Academy (“Academy”) to engage in i) flight training, ii) flight testing, and/or iii) the rental of Academy aircraft for the purpose of operating and flying same, and any other activity associated with these activities (“Aviation Activities”).

I am fully aware that flying and activities associated with flying have inherent and unforeseeable risks. Serious injury or death can result from many causes, including without limitation, aircraft crashes, falls, pilot error, ground crew error, engine and mechanical failure, negligent maintenance, inadequate emergency response, runway defects, weather or terrain conditions, forced landings and contaminated fuel. I am also fully aware and acknowledge that there are risks of injury and damage arising out of my own actions or inactions as well as the actions or inactions or negligence of others with respect to my participation in Aviation Activities. I nevertheless voluntarily assume the risk of any and all types of injury or damage and hereby release and discharge the Academy, and any of its respective employees, officers, agents, contractors, affiliates, successors or assigns, (hereafter referred to as “Released Parties”) from and against any and all liability, claims, loss, damage or costs (including, but not limited to, legal fees, special or consequential damages, damages relating to property damage, bodily injury or damages relating to wrongful death) relating to my participation in Aviation Activities.

I also understand that flight activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

I acknowledge that I have a duty to exercise reasonable care in participating in the Aviation Activities for my own safety, and the safety of others, and I agree to do so and assume liability therefore. I will take all necessary precautions in participating in Aviation Activities and protect all persons and property from injury or damage.

I hereby personally assume all risks of Aviation Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. To the fullest extent permitted by law, I hereby agree to defend and hold the Released Parties harmless from and against any and all liability, claims, loss, damage or costs (including, but not limited to, legal fees, special or consequential damages, damages relating to property damage, bodily injury or damages relating to wrongful death) arising out of or related to my participation in Aviation Activities, including both claims arising during my course of training or after receiving a pilot certification.

This indemnity provision also applies to any claims asserted against the Academy based upon any third party causes of action. The duty to indemnify will continue in full force and effect notwithstanding the conclusion of any scheduled Aviation Activity.

I understand the terms herein are contractual and not merely recital and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be stricken from this agreement; however, the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

**I AM FULLY AWARE THAT I AM WAIVING ANY RIGHT I MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST THE ACADEMY ARISING FROM ANY INJURY OR DAMAGE INCURRED AS A RESULT OF MY PARTICIPATION IN AVIATION ACTIVITIES.**

**I AM OF LAWFUL AGE\* AND LEGALLY COMPETENT TO SIGN THIS LIABILITY RELEASE.**

**\* IF THE INDIVIDUAL SUBJECT TO THIS RELEASE IS UNDER LAWFUL AGE, AND A PARENT OR GUARDIAN IS SIGNING ON HIS/HER BEHALF, IT IS UNDERSTOOD AND AGREED THAT THE PARENT OR GUARDIAN IS SIGNING ON BEHALF OF THE CHILD/WARD.**

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER OF LIABILITY AND HOLD HARMLESS BY READING IT BEFORE SIGNING ON BEHALF OF MYSELF AND MY HEIRS.**

Name (Print Please) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

I am the parent or legal guardian of the minor named below. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Waiver and Hold Harmless Agreement on behalf of the participant named below.

Names of Participant(s) under the age of 18: \_\_\_\_\_

Guardian Name (Print Please) \_\_\_\_\_

Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_