

Half Fast Flying Adventures featuring Brian Aukes

AGREEMENT AND RELEASE OF LIABILITY

I meet the following physical limitations; 6 feet 2 inches maximum and 215 pounds maximum by placing my initials here:_____.

1. Voluntary Participation. I acknowledge that I have voluntarily applied to participate in an aerobatic and/or non-aerobatic ride in the North American SNJ-5 airplane or the Stearman PT-17 airplane operated by Half Fast Flying Adventures, LLC. As part of this participation, I will fly in the North American SNJ-5 airplane or the Stearman PT-17 airplane while the pilot performs aerobatic and/or non-aerobatic maneuvers. While participating in this activity, I will exercise appropriate caution to ensure that my participation is safe for both others and myself.

2. Assumption of Risk. I AM AWARE THAT AEROBATIC AND/OR NON-AEROBATIC FLYING IS A HAZARDOUS ACTIVITY INVOLVING INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION OR EXPERTISE CAN ELIMINATE. I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS, INCLUDING THOSE OF PHYSICAL, MENTAL OR EMOTIONAL INJURY, PROPERTY DAMAGE, OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:_____.

3. Release. IN CONSIDERATION OF THE BENEFITS AVAILABLE TO ME AS A PARTICIPANT IN AN AEROBATIC AND/OR NON-AEROBATIC RIDE, I HEREBY AGREE THAT I, MY ASSIGNEES, HEIRS, DISTRIBUTEES, GUARDIANS AND LEGAL REPRESENTATIVES WILL NOT MAKE A CLAIM AGAINST, SUE, ATTACH THE PROPERTY OF, OR PROSECUTE HALF FAST FLYING ADVENTURES LLC, BRIAN AUKES, RACHEL AUKES, AND EACH OF THOSE ENTITIES, RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS, FOR INJURY OR DEATH TO ME, OR LOSS OF OR DAMAGE TO PROPERTY, WHICH RESULTS FROM MY PARTICIPATION IN AN AEROBATIC AND/OR NON-AEROBATIC RIDE, WHETHER DUE TO THE NEGLIGENCE OR OTHER ACTS, HOWEVER CAUSED, OF HALF FAST FLYING ADVENTURES LLC, BRIAN AUKES, RACHEL AUKES, AND EACH OF THOSE ENTITIES, RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS, OR OTHERWISE. IN ADDITION, I HEREBY FULLY AND FOREVER RELEASE, WAIVE, DISCHARGE AND INDEMNIFY HALF FAST FLYING ADVENTURES LLC, BRIAN AUKES, RACHEL AUKES, AND EACH OF THOSE ENTITIES, RESPECTIVE OFFICERS, EMPLOYEES OR AGENTS, FROM ALL CLAIMS, ACTIONS OR DEMANDS I, MY ASSIGNEES, HEIRS, DISTRIBUTEES, GUARDIANS AND LEGAL REPRESENTATIVES NOW HAVE OR MAY HEREAFTER HAVE FOR INJURY, DEATH OR DAMAGE RESULTING FROM MY PARTICIPATION IN AN AEROBATIC RIDE.

This ride is not associated with ING or any of its affiliates and Wells Fargo or any of its affiliates.

I expressly agree that the foregoing release, waiver, indemnity and assumption of risk agreement is intended to be as broad and inclusive as permitted by law, and that, if any portion of this agreement is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

4. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF ALL OF THE ABOVE PROVISIONS.

This Agreement and Release of Liability form must be signed prior to flight.

Participant Signature

Print Name

Date

Street Address

City

State

Zip Code

Telephone

Witness Signature

Print Name

Date

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