



# Waiver of Liability

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## 1. The Parties

This EQUIPMENT USE, RELEASE, ASSUMPTION OF RISK and WAIVER OF LIABILITY AGREEMENT (“AGREEMENT”) is executed on \_\_\_\_\_ 202 , by and between: \_\_\_\_\_, an individual who resides at: Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, (hereinafter “THE MEMBER”), and Flying Club 1, Inc. a Virginia nonprofit corporation with its principal place of business at: 7051 Brookfield Plaza #5322, Springfield, VA 22150.(hereinafter “THE CLUB”).

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## 2. Definitions

- **THE CLUB:** A Virginia nonprofit corporation that owns or leases EQUIPMENT for use by its members, only.
- **EQUIPMENT:** Equipment owned by THE CLUB or a club member, that is available for use by members, only. Equipment shall include, but not be limited to: Ultralight vehicles, light-sport aircraft, standard-category aircraft, tugs, tools, and other EQUIPMENT owned or leased by the club.
- **THE MEMBER:** An individual member of THE CLUB, who has applied for privileges from the Board of Directors, who has completed an application form, has paid all membership and other club fees, and who is obligated for club dues and EQUIPMENT usage fees, as determined in the Bylaws and the current Rate Sheet.
- **USE:** The use and operation of club EQUIPMENT for members’ personal enjoyment and pleasure.
- **RELEASED PARTIES:** THE CLUB, the Board of Directors, Officers and Employees of THE CLUB, their spouses, legal representatives, heirs, dependents and assigns, business associates and partners, and its related/affiliated organizations including, but not limited to organizations leasing EQUIPMENT to THE CLUB.

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### **3. The Agreement**

#### **3.1 Usage**

WHEREAS, THE CLUB is the owner/lessee of EQUIPMENT and WHEREAS, THE MEMBER is a member of THE CLUB, and WHEREAS THE MEMBER has elected to use club EQUIPMENT for personal enjoyment and pleasure, and agrees to accept the terms of this AGREEMENT.

NOW THEREFORE, THE MEMBER agrees as follows:

- a. THE CLUB permits use of the EQUIPMENT on condition that THE MEMBER shall be responsible for appropriate and necessary training with the EQUIPMENT and, if required, shall be responsible for ensuring possession of applicable airman certificates, licenses, and ratings for the EQUIPMENT.
- b. THE CLUB permits use of the EQUIPMENT on condition that THE MEMBER shall use and operate the EQUIPMENT in accordance within all applicable sections of Title 14 The Code of Federal Regulations 14 (also known as the Federal Aviation Regulations), and in accordance with the privileges and limitations of applicable airman certificates and ratings.
- c. THE CLUB permits use of the EQUIPMENT on condition that THE MEMBER is solely responsible for all pre-use condition inspections, and for all operations during use.
  - a. Explicitly, THE MEMBER understands, agrees and accepts that he/she is fully and solely responsible for establishing that the EQUIPMENT is in a condition fit for use and for determining that the EQUIPMENT will remain in a safe and fit condition for and during use.
  - b. Explicitly, THE MEMBER understands, agrees, and accepts that THE CLUB assumes no responsibility, at any time, for the condition of the EQUIPMENT and that such responsibility lies completely and solely with THE MEMBER.
- d. THE CLUB does not provide liability or any other form of insurance for THE CLUB, THE MEMBER, other members, or any other party. THE MEMBER and all other club members are individually responsible for procuring insurance, if so desired.
- e. THE CLUB makes no warranties and specifically disclaims all warranties, expressed or implied.

#### **3.2 Release, Hold Harmless And Covenant Not To Sue**

In consideration of using club EQUIPMENT, THE MEMBER, for himself/herself, as well as their spouse, legal representatives, dependents, heirs and assigns, hereby agrees as follows:

- a. To forever release and discharge RELEASED PARTIES from any and all liabilities, claims, demands, or causes of action that may occur during or arising out my use and operation of the EQUIPMENT however caused, even if caused by the negligence (whether active or passive) of the RELEASED PARTIES, to the fullest extent allowed by law.
- b. To not sue or make a claim against the RELEASED PARTIES for loss, damage or causes of action that may occur during or arising out of the use and operation of the EQUIPMENT, however caused, even if caused by the negligence (whether active or passive) of the RELEASED PARTIES, to the fullest extent allowed by law.
- c. To fully reimburse the RELEASED PARTIES for all attorneys' fees, damages and costs incurred in any suits, claims or actions made by THE MEMBER, THE MEMBER's spouse, executors, legal representatives, dependents and heirs, in violation of this AGREEMENT.

### **3.3 Assumption Of Risk**

- a. By executing this AGREEMENT, THE MEMBER understands, accepts and agrees that participation in THE CLUB and the use and operation of the EQUIPMENT exposes THE MEMBER to risks of death, personal injury and damage to property.
- b. By executing this AGREEMENT THE MEMBER expressly and voluntarily assumes all risk of death, personal injury and damage to property that may result or be sustained as a result of membership of THE CLUB and as a result of the use and operation of the EQUIPMENT.
- c. THE MEMBER understands, agrees and accepts that included in the risks assumed is the risk of active or passive negligence of one or more of the RELEASED PARTIES, while engaged in the use of the EQUIPMENT. By executing this AGREEMENT, THE MEMBER fully and voluntarily assumes this risk even though, as a result of the RELEASED PARTIES negligence, he/she may suffer death or personal injury, and may sustain damage to property.
- d. THE MEMBER further understands, agrees and accepts that included in the assumed risks are all of the dangers and uncertainties that may be encountered while engaged in ultralight and light-sport flying and when using the EQUIPMENT.

### **3.4 Waiver**

- a. THE MEMBER hereby waives any rights pertaining to participation in the Club and the use an operation of the EQUIPMENT, and so releases The RELEASED PARTIES from any and all liability from death, personal injury and property damage, and any and all other claims and actions arising from

or in connection with participation in THE CLUB and the use and operation of the EQUIPMENT, including claims and actions that are known and unknown, foreseen and unforeseen, future or contingent.

- b. This AGREEMENT shall be binding on THE MEMBER, the member's spouse, children, dependents, heirs, representatives, successors, and assigns.

### **3.5 Complete Agreement**

This AGREEMENT contains the entire integrated AGREEMENT between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon THE CLUB OR THE MEMBER hereto unless set forth in writing and duly executed by both THE CLUB and THE MEMBER.

### **3.6 Governing Law**

This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All disputes and matters whatsoever arising under, in connection with or incident to this AGREEMENT shall be litigated, if at all, in and before a Court located in the Commonwealth of Virginia to the exclusion of the Courts of any other State or Country.

### **3.7 Member Warranties**

THE MEMBER warrants and acknowledges that:

- a. I am eighteen (18) years of age or older and I make this AGREEMENT intending to bind myself and my spouse, dependents, heirs, administrators, and assigns.
- b. I have read this AGREEMENT, and I am fully aware of the legal consequences of signing it and I have had the opportunity to consult an attorney before signing.
- c. I understand and agree that this document is legally binding and it will preclude me from recovering monetary or other damages from the RELEASED PARTIES for personal injury, bodily injury, property damage, wrongful death, or any other personal or financial injury sustained by me or others in connection with the use and operation of the EQUIPMENT.

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## **4. Signatures**

This agreement was signed digitally.