

Liability Release, Covenant Not to Sue and Assumption of Risk Agreement

Participant and/or Parent/Guardian Name (print) _____

Photo Identification (type, number) _____

(09-MAR-2021) v1.3.1

I, _____, ← fill in name of either participant or parent / legal guardian of participant

(hereafter referred to as “Participant”) am of lawful age and legally competent to sign this liability release.

affirm as parent or legal guardian for _____ (hereafter referred to as “Participant”) that we agree to be legally bound by the terms of this agreement.
(check only one)

I hereby state that I am fully aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death, or damage to my personal property. I understand and agree that neither Pegasus Aviation, LLC, (hereafter referred to as “FBO”) nor any of its respective officers, members, owners, agents, contractors, employees or assigns, nor the individuals or entities registered as the aircraft owner (hereafter collectively referred to as “Released Parties”, inclusive of “FBO”) or operator will be held responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that arise as a result of my participation as pilot or passenger in activities (including but not limited to flying in aircraft, proximity to aircraft, instruction received in or near aircraft, aircraft rental, aircraft operations, fueling operations or any associated activities related to aircraft, collectively referred to as “Flight Activities”), whether or not such potential risks of injury, death, or other damages are known, unknown, disclosed, or undisclosed by the Released Parties. Additionally, whenever acting as pilot in command of an aircraft I accept full responsibility for the safe and legal operation of the aircraft and the safety and well-being of my passengers.

If acting as a student pilot or otherwise receiving instruction I acknowledge that it is my responsibility alone to hire and to ensure the FAA certification, competence, and currency of the Certified Flight Instructor.

Initial & Date _____ / _____ / _____

By initialing here: _____, I understand that the FBO provides aircraft rental as a service for aircraft owners, which may include a scheduling service allowing aircraft owners to rent their aircraft to others, and which may or may not include accepting payment on behalf of the aircraft owner, as a convenience to both the owner and the Participant. I understand that aircraft availability is at the sole discretion of the aircraft owner. I acknowledge that other services may be offered as a convenience to the Participant and/or aircraft owners, such as aircraft tie-down/parking or fueling, and miscellaneous services provided to other aviation-related organizations which may engage in their own Flight Activities. I understand that if or when instruction is provided by others, whether utilizing aircraft managed by the FBO or not, they do so neither as agent, contractor, nor employee of the FBO.

In As part of the consideration given to FBO for my participation in Flight Activities, I hereby personally assume all risk of injury, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, personal representative, guardian, trustee, power of attorney, heirs, or assigns, arising out of my participation in Flight Activities. I understand that Flight Activities are physically, psychologically, and/or emotionally demanding and that I am advised to seek the advice and ongoing evaluation of a licensed medical examiner. I will not hold Released Parties responsible for events resulting in or from my physical, psychological, or emotional condition, limitation, or incapacitation.

By initialing here: _____, I fully acknowledge that the Released Parties in the course of transacting business may utilize facilities on property owned by or leased from the State of Oregon and I shall defend, release, and hold harmless the provider(s) of such facilities from any injury arising from participation in Flight Activities related to their use by Participant.

I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free will and act with the knowledge that I hereby waive certain legal rights. I further agree if any provision of this agreement is found unenforceable or invalid, that provision may be severed from this agreement, however the remainder of this agreement shall then be constructed as though the unenforceable provision had never been contained therein. This agreement shall be governed and construed in accordance with the laws of Oregon. I further agree to submit all disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the Courts of Benton County, Oregon regardless of what state the aircraft is located in or wherever "Flight Activities" may occur.

Initial & Date _____ /_____/_____

BY THIS INSTRUMENT I AGREE TO EXEMPT AND RELEASE PEGASUS AVIATION, LLC AND ALL RELATED ENTITIES COLLECTIVELY DEFINED AS "RELEASED PARTIES" ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR OTHER DAMAGES RELATED TO "FLIGHT ACTIVITIES" DESCRIBED ABOVE HOWEVER CAUSED, EXCEPT THOSE ARISING FROM GROSS NEGLIGENCE OF THE RELEASED PARTIES OR AS OTHERWISE DICTATED BY LAW.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT AND UNDERSTANDING IT FULLY BEFORE EXECUTING IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature Date
Parent or Guardian Signature (if applicable) Date

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Initial & Date _____ /_____/_____