



**PASSENGER RELEASE OF LIABILITY AND ASSUMPTION OF RISK  
WAIVER AGREEMENT**  
Action Flight Aviation LLC

THANK YOU FOR ACCEPTING THE TERMS AND CONDITIONS OF ENTRY AS PART OF THE REGISTRATION PROCESS. YOUR ACCEPTANCE OF THE LIABILITY AND ASSUMPTION OF RISK AGREEMENT BELOW IS ALSO REQUIRED BEFORE YOU CAN PARTICIPATE IN THE ACTIVITY. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. ALL PARTICIPANTS MUST MEET THE AGE, WEIGHT, AND PHYSICAL FITNESS REQUIREMENTS OF THE CHOSEN ACTIVITY. MEDICAL RESTRICTIONS APPLY.

DATE & LOCATION \_\_\_\_\_ AM \_\_\_\_\_ AIRCRAFT TYPE \_\_\_\_\_

**PASSENGER RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT** For and in consideration of being permitted to participate as a passenger on an Action Flight activity, hereinafter referred to as "the Activity Action Flight Aviation LLC I, the undersigned, for myself, my personal representatives, heirs, executors, assigns, and next of kin, do:

1. Hereby release, waive, discharge and covenants not to bring a claim against Action Flight Aviation LLC, the Aircraft pilot in command, any official crew on the ground and the officers, directors, employees, agents, successors, and assigns of each of them, all hereinafter collectively referred to as "Releasees", from and against any and all liability to me, or my personal representatives, heirs, executors, assigns, and next of kin, for any and all loss, damage, or expense (including reasonable attorney's fees), and any claims, demands, suits, or actions therefore, on account of bodily injury (including death) or damage to, or loss of property sustained by me or my personal representatives, heirs, executors, assigns and next of kin.

2. I understand that I share responsibility for my safety and the safety of others during the flight, and I accept this responsibility. I agree to comply with the instructions and directions of the pilot in command on the flight, the official crew on the ground, before, during and after the flight. I acknowledge and I will comply with, Action Flight Aviation LLC's Safety Policies, summarised below:

Safety Policies: Passenger safety is Action Flight Aviation LLC's first and most important concern. Action Flight Aviation LLC will make flight decisions based on a number of factors. Some of these factors may include, but are not limited to: weather forecast, weather and other conditions during launch preparation and during the flight, and the total number and weight of Passengers. All decisions concerning safety, whether the flight is to occur, as well as its duration, are at the pilot in command's sole discretion. The Passenger shall always have the discretion and choice not to participate in the flight up to take off.

3. I hereby agree to indemnify, save and to hold harmless the Releasees, and each of them, from any and all loss, liability, damage, cost of expenses, they may incur due to the presence of, or any action by, me in or about the Aircraft.

4. To the best of my knowledge, I have no physical or psychological conditions that will prohibit me from safely participating in the flight.

5. I certify that I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and evidence of a contract between myself and Action Flight Aviation LLC, and I execute it voluntarily and willingly of my own free will, in consideration for the flight to be provided to me as a Passenger. I expressly agree that the foregoing Release and Waiver is intended to be as broad and inclusive as is permitted by applicable law and, if any portion thereof is held invalid, that the balance shall continue in full force and effect. I hereby warrant that the following statements are true and correct and that the Releasees have relied thereon in giving permission to me to be in or about the Aircraft:- I understand and acknowledge that all or any flight time and altitude is under the discretion of the pilot in command. I hereby assume full responsibility for, and risk of, bodily injury, death, or property loss or damage or otherwise upon entering the operational area of the chosen activity. I understand that the activity has a potential for injury and that it is necessary to comply with all instructions and directions as noted in this Agreement at all times. I am voluntarily participating in the activity with the knowledge of the dangers involved. I acknowledge that I must be present for and pay full attention to all safety briefings and that failure to attend or participate fully may lead to my engagement in the activity being cancelled without refund. I will undertake the activity in accordance with all written and oral instructions given to me at all times to ensure my safety, and the safety of others. I am in proper and good health, and I am physically fit to participate in the activity and represent that I am not suffering from any affliction which may put either myself or the participants in any risk or danger. I voluntarily acknowledge that I am freely participating in this activity with the knowledge of the fact that dangers may be involved. In the event of an accident, loss, damage, injury or death, I acknowledge that Action Flight Aviation LLC will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the activity. I waive all and any claims against the Releasees in this respect both for myself, my personal representatives, heirs, executors, assigns and next of kin and for any minors in my care.

I freely acknowledge my agreement to the foregoing statements by printing and signing my name below according to the date of this form. Passengers under the age of 18 require a guardian's signature.

**Permission for Action Flight Aviation LLC to use your photo or video image:** In addition to the above waiver, I acknowledge that the activity I am about to embark upon has camera and video footage taken. Photos/video may be used in a range of Action Flight supported promotional materials, such as print and electronic media, including websites. Action Flight may edit or format photos/video for print or online. All photos/videos are owned by Action Flight. By my signature below I hereby give my consent for my image to be so used.

**Waiver Above Agreed**

Passenger Name: \_\_\_\_\_ Passenger Phone # \_\_\_\_\_

Self:  Guardian:  Parent:  Passenger Email \_\_\_\_\_

Passenger or Guardians full name and Signature: \_\_\_\_\_