

# AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY; RELEASE FOR USE OF PHOTOS AND IMAGES

I want to ride in an airplane as a passenger on a flight. In consideration for being offered a ride (a "Flight Experience") in an aircraft piloted by an Aero Association of Caltech ("AACIT") member, or owned or leased by AACIT, I, the Passenger signing this Agreement below, agree as follows:

***Assumption of Risk*** – I understand that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including without limitation aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather or terrain conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. **I (for myself, my heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from participation in a Flight Experience.**

***Agreement to Waive Liability and Not to Sue*** - I (for myself, my heirs, family members, personal representatives and assigns) hereby **release and discharge:** (a) Aero Association of Caltech (aka "AACIT") (b) the aircraft owner (c) the officers, directors, members, employees, agents, divisions, affiliates and volunteers of each of those corporations; and (d) the Pilot and any ground crew involved in my Flight Experience (collectively, the "Releasees") from, **and agree not to sue the Releasees or any of them** for, any and all claims against any of the Releasees for any injury or death arising from my participation in a Flight Experience, or any of the circumstances related to my Flight Experience. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

***Indemnification*** - **I agree to indemnify and hold the Releasees harmless** from any claims, costs, damages, and liabilities, including attorney's fees, arising from my participation in a Flight Experience. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

***Photo and Image Release*** – I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of myself taken at or derived from my participation in a Flight Experience (the "Images") in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with AACIT's activities, programs, publications and publicity.

***Representation and Warranty*** – I hereby represent and warrant that I am at least eighteen (18) years of age and am not restricted from entering into this Waiver and Release Agreement, and that I have read it in its entirety prior to executing it.

***Legal Advice*** - **I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.**

**Before Signing, Carefully Read This Entire Agreement**

**Note: If an accident were to occur, you (by signing this Agreement) would be giving up legal rights and incurring legal liabilities.** If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

\_\_\_\_\_  
Passenger's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Please Print Passenger's Name

Rev. 9/17