

Black Hound Aviation

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

Participant's Name

Identification (Type, Number)

I, _____ hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructors nor Redbird Flight Simulations, Inc. & Its Subsidiaries, nor Black Hound Aviation, LLC, nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, 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, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).

I also understand that Flight Activities are physically demanding and that I must seek the ongoing care of a licensed and authorized aviation medical examiner and that I will not hold Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however, the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, _____ **BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, BLACK HOUND AVIATION, LLC, REDBIRD FLIGHT SIMULATIONS, INC. & ITS SUBSIDIARIES, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date

Parent or Guardian's Signature (If Applicable)

Date