

AGREEMENT TO WAIVE LIABILITY | I

_____ (and my estate, heirs, successors, personal representatives, and assigns) hereby release and forever discharge NANAIMO FLYING CLUB (including its officers, directors, members, employees, agents, affiliates, and volunteers) from any and all claims, in negligence or otherwise, including, but not limited to, claims for any injury or death, or loss, destruction or damage to property arising from or incidental to the operation, whether in the air or on the ground, or preparation for the operation, including traveling to, boarding or exiting the aircraft, of any aircraft owned by the NANAIMO FLYING CLUB (the "Flight Operations").

COVENANT NOT TO SUE | I hereby covenant and agree not to sue NANAIMO FLYING CLUB for any claims (including, but not limited to, claims for injury or death) arising from the Flight Operations. This covenant not to sue applies to all legal rights, including those resulting from any negligence of NANAIMO FLYING CLUB.

ASSUMPTION OF RISK | I understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including, but not limited to, aircraft crashes and collisions, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could include minor injuries such as bruises, scratches and sprains; major injuries such as eye injuries, broken bones and concussions; or catastrophic injuries such as one or more of paralysis, amputation, severe burns, and death. I assume all risks and full responsibility for any injury or death arising from taking part in the Flight Operations.

INDEMNIFICATION | I agree to indemnify and hold harmless NANAIMO FLYING CLUB, from any claims, costs, damages, and liabilities, including lawyer's fees, arising from taking part in the Flight Operations.

LEGAL ADVICE | I confirm I have had the opportunity to seek legal advise about this Agreement and I have either done so or chosen not to. I confirm I have fully read and understand this Agreement, and I am freely and voluntarily signing this Agreement and intend it to be the unconditional release of all liability of NANAIMO FLYING CLUB to the greatest extent allowed by law.

signature

date

Completion of this waiver is required for every person who will be traveling in a Nanaimo Flying Club aircraft.

Members are to ensure that a waiver has been completed for each passenger and is placed in the hangar lock box prior to commencing the flight.