



RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Release, Hold Harmless, and Indemnification Agreement (“Agreement”) is made by, between, and among _____ (“Student”) and U.S. Aviation Group L.L.C. as well as its agents, owners, directors, partners, officers, volunteers, participants, employees, independent contractors and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “USAG”).

In exchange for this release, as well as payment of the tuition referenced in the primary contract between Student or Student’s Employer and USAG, USAG agrees to provide flight training and/or aircraft rental services to the Student, and further promises to pay an amount of \$100,000 US (One Hundred Thousand US Dollars) to the family or Estate of the Student, in the event that the Student dies as a result of any event or circumstances relating to the flight training and/or aircraft rental services provided by USAG.

In exchange for the flight training and/or aircraft rental services to be provided by USAG to the Student, as well as the promise to pay the \$100,000 US (One Hundred Thousand US Dollars) amount in the event of my death (as described above) I, _____, being over eighteen years of age, hereby freely and voluntarily agree on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- _____ 1. **Acknowledgement of Risks.** I acknowledge that aircraft flight training, aircraft flight related activity, or flying any aircraft in general, including light sport aircraft, entails both known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to third parties or to property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. These risks always exist in spite of Federal Aviation Administration (“FAA”) regulated and approved flight training and despite FAA regulated and approved aircraft design, manufacture, construction and maintenance as well as any other safety precautions that might be utilized or otherwise implemented.

- _____ 2. **Assumption of Risk.** In recognition of the known and unanticipated risks associated with aircraft flight training, aircraft flight related activity and flying an aircraft in general, including light sport aircraft, I confirm that I am physically and mentally capable of engaging in the foregoing activities and using USAG’s equipment and facilities in connection therewith. Accordingly, I expressly agree and promise to accept and assume all of the risks set forth in paragraph 1 above and any other risks associated or otherwise related to such activities. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

_____ 3. ****RELEASE**** I hereby release and forever discharge USAG from any and all past and future claims, demands or causes of action, which arise from or are in any way connected with or related to the flight training, housing, and/or aircraft rental services provided by USAG, or my use of USAG's equipment, facilities or personnel including, without limitation, any claims for negligence, gross negligence, products liability, premises defect, compensatory damages, exemplary damages, reckless or intentional conduct, breach of contract, breach of warranty, DTPA violations, ultra hazardous activity, inherently dangerous activity, strict liability, any tort of any character, all statutory claims, all common law claims, property damage, personal injury or death. I understand that if I am injured or die as a result of USAG's negligence (or commission of any other act which qualifies as one of the other above listed claims), neither myself, my estate, nor my family will be able to bring suit against USAG for any damages. If I am injured I will not be entitled to any compensation. I further understand and agree that the only money that USAG will pay my estate or my family in the event of my death, as described above, is \$100,000 US (One Hundred Thousand US Dollars).

_____ 4. ****INDEMNITY AND HOLD HARMLESS AGREEMENT****. Should USAG be required to incur attorney's fees and costs to enforce this Agreement, or to defend a lawsuit for the claims released in paragraph 3, I, as well as my Estate in the event of my death, agree to indemnify and hold them harmless for all such fees and costs including those costs incurred in defending such a lawsuit. I, as well as my Estate in the event of my death, covenant and agree to defend, indemnify and hold harmless USAG from and against all liabilities, claims, damages, legal fees, losses, liens, fines, penalties, costs, causes of action, suits, judgments and expenses (including court costs, attorneys' fees and costs of investigation), of any

nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, resulting from (in whole or in part), or in any way relating to the flight training and/or aircraft rental services provided by USAG, or my use of USAG's equipment, facilities or personnel, and agree to pay USAG's legal fees incurred in any such legal action. If my Estate brings any such action in the event of my death, I intend for it to be bound by this release.

- _____ 5. **Adequate Insurance.** I certify that I have adequate insurance to cover any injury or damage I may cause or suffer in connection with the flight training and/or aircraft rental services provided by USAG, or else agree to bear the costs of such injury or damage myself.
- _____ 6. **Texas law.** In the event I, my estate or my family, file a lawsuit against USAG for any reason, I agree the sole and exclusive forum for any such dispute shall be in Tarrant County, Texas, and I further agree that the substantive law of Texas shall apply in that action without regard to the conflict of law rules of Texas.
- _____ 7. **Continuation of Agreement.** I understand that this Agreement will continue in full force and effect after USAG has provided, and I have received, the flight training and/or aircraft rental services contemplated herein.
- _____ 8. **Severability.** I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- _____ 9. **Adequacy of Consideration.** I agree and acknowledge that despite who pays for my tuition, I shall personally gain and benefit from the flight training and rental services to be provided by USAG and that these services are adequate consideration for this release. I further agree and acknowledge that the promise to pay my estate or my family \$100,000 US (One Hundred Thousand Dollars US) will also benefit my family in the event of my death and that this promise is more than adequate consideration for this release as well. I freely give this release in return for this consideration.

I acknowledge that I have read, considered and initialed above the terms and provisions of this Agreement and accept and consent to all provisions as stated herein, and make this Agreement a part of every transaction with USAG now and in the future. By signing this agreement I intend to be bound by its terms.

****By signing this document, I understand and agree that if anyone, including myself, is hurt, killed or if property is damaged during my participation in any of the activities described above, I will be found by a court of law to have waived my right to maintain a lawsuit against USAG for its future or past conduct, and will not be able to sue USAG for any claims which I, my estate, or my family could normally bring against USAG for my death or injury. I understand that the only money that my estate or my family will ever receive is the \$100,000 which will be paid in the event of my death, as described above. I understand that if I am injured, I will not be entitled to any compensation.****

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

I further authorize USAG to make this document public at any time.

Date: _____

Student Pilot/Renter/Guardian

Authorized USAG Representative

State of Texas }
County of Denton }

This instrument acknowledged before me on this the _____ day of _____,
20____, by _____.

Notary Public State of Texas