

## WAIVER AND RELEASE OF LIABILITY

### READ CAREFULLY!

**BY SIGNING THIS WAIVER, YOU ARE LIMITING ANY RIGHTS YOU MIGHT HAVE TO BRING ANY CLAIMS AGAINST THE PILOT, THE SAFETY PILOT, OR ANYONE ASSOCIATED WITH C2A IN THE EVENT OF AN ACCIDENT, INJURY, OR DEATH.**

1. I have expressed my desire to be included in one or more flights with **the C2A, LLC** (hereafter "**C2A**") in the capacity of a Pilot, Safety Pilot, and/or Passenger.
2. I understand that C2A is a Limited Liability Company organized in Nevada. Although C2A may be promoted through various aviation organizations, it is not affiliated with any other person or entity, including but not limited to the Cirrus Owners and Pilots Association, and AirVenture.
3. C2A has no insurance coverage, either on its own or by any person or entity. C2A also has no significant funds, other than minimal fees collected from participants, which are intended to cover basic expenses of its events. If any claims are made against C2A, it will be unable to defend them or pay such claims.
4. C2A may not effectively assess and monitor the competence, proficiency or safety of participating pilots or the safety of their aircraft. C2A participants rely on the Federal Aviation Regulations and the pilots' devotion to comply with those regulations to achieve safety. Participation in C2A is not to be considered any form of "flight instruction", regardless of whether any of C2A's Safety Pilots is a Certificated Flight Instructor. Participants may not log any portion of any flight as "flight instruction".
5. I understand that C2A is a social organization and that pilots are flying for enjoyment without compensation for any activities which may be regarded as services. As such, Pilot, Safety Pilot, Passengers, Organizers, COPA, C2A, AirVenture, and all persons acting on C2A's behalf ("RELEASEES") are relying upon the signing of this Waiver and Release in return for flying in formation together and participating in flight activities together. I also acknowledge that I have no practical need to partake in this activity but do so purely for enjoyment.
6. I fully understand that flying is inherently hazardous and involves the risk of injury and loss of life. I further understand that formation flying involves significant additional dimensions of risk which further elevate the hazardousness of flight.
7. Regardless of whether I am acting as a Pilot, Safety Pilot or am a passenger,
  - a. I further acknowledge and understand that it is my sole responsibility to keep fully informed, current, and aware of all information available from whatever source concerning formation flight.
  - b. I agree that no representation or warranties have been made to me which are inconsistent with any of the procedures, signals, and policies, as set forth within the Formation Flight Manual (all editions) published by the T-34 Association, Inc, or the Darton International, Inc, video, "Formation Flying-The Art", the RPA (RedStar Pilots Association) "RedStar Formation" book, or any other formation training manual or training aid. Further, I hereby acknowledge and recognize that flying with C2A does not waive my obligation to abide by all local, state, and Federal rules and regulations.
  - c. If I am the Pilot, I understand that my role is that of Pilot In Command, and that I alone am responsible for the safety of my flights, and that the Safety Pilot is acting as a mentor and not as an instructor.
  - d. If I am the Safety Pilot, I understand that my role is not that of an instructor, but simply to provide the Pilot with guidance based on my own formation flying experience.
  - e. If I am a passenger, I will not interfere in any way with the actions of any Pilot or Safety Pilot.
8. **WAIVER AND RELEASE:** In consideration for participating in these flights free of charge, I agree that neither I nor my assignees, heirs, distributees, executors, guardians or legal representatives ("RELEASORS") will make a claim or assert any causes of action (known or unknown) against, or sue, RELEASEES for death, bodily injury, property damage or any other liability of any sort ("HARM") arising from C2A activities, including but not limited to HARM resulting from the active or passive negligence, including gross negligence, or other acts or omissions of RELEASEES. I hereby WAIVE, and RELEASE RELEASEES from liability for, all such claims, causes of action and suits which RELEASORS or any of them now have or

may hereafter have. This Waiver and Release includes, without limitation, HARM which results from (a) my being in the AIRCRAFT, which could itself cause injury; (b) improper maintenance of or defects in the AIRCRAFT, whether hidden, latent or obvious, which could cause an accident; (c) negligent or grossly negligent piloting or other operation of the AIRCRAFT, which could cause an accident; (d) flying in close proximity to other aircraft or clouds which both cause increased risk of **ACCIDENTS AND MID AIR COLLISIONS**; (e) flights during an event as well as flights to and from an event; and (f) my slipping, falling or otherwise becoming injured on and about the AIRCRAFT. **THIS MEANS THAT, EXCEPT AS EXPRESSLY PERMITTED BELOW, NEITHER I NOR MY HEIRS OR ESTATE MAY CLAIM AGAINST RELEASEES ANY DAMAGES ARISING OUT OF C2A ACTIVITIES.**

9. **Recurring Nature of Waiver and Release:** This Waiver and Release may be used, and is deemed valid, as to all C2A activities on which the undersigned, or any minor or person lacking legal capacity on whose behalf this Waiver and Release is being signed, is an organizer, pilot, safety pilot, and/or passenger.
10. **Pilot Declaration:** I represent to C2A that all of the following is true and correct:
  - There is a valid insurance policy for the aircraft I will be flying, which has liability coverage of at least One Million Dollars per occurrence, and a sub-limit of not less than \$100,000 per passenger.
  - I hold a valid Pilot Certificate and am current for the type of operation being flown with C2A
  - I hold current Medical Certificate (or BasicMed certification).
  - The aircraft I will be flying is airworthy in all respects, including but not limited to all airworthiness directives and a current annual inspection.
  - I will conduct all flights with C2A in accordance with the applicable Federal Aviation Regulations.
11. I understand that C2A (including its affiliated organizations) may photograph or videotape C2A activities and events. I consent to any and all pictures and videos of my aircraft and its pilots / passengers being used to promote future C2A and similar events.
12. In the event any portion of this waiver is held invalid, the remaining portions shall remain in full force and effect.

\*\*\* Signatures follow next page \*\*\*

**DO NOT SIGN THIS WAIVER AND RELEASE BEFORE YOU HAVE CAREFULLY READ IT AND UNDERSTAND THAT IT IS A *RELEASE OF LEGAL LIABILITY*. IT IS A LEGALLY BINDING CONTRACT BY WHICH YOU AND YOUR HEIRS WILL BE BOUND, PREVENTING YOU AND YOUR HEIRS FROM BRINGING ANY LEGAL ACTION TO ASSERT A CLAIM AGAINST C2A, PILOTS, SAFETY PILOTS, PASSENGERS, ORGANIZERS, SUPPORTING ORGANIZATIONS, OR ANY RELEASEES FOR THEIR NEGLIGENCE EXCEPT TO THE LIMITED EXTENT PERMITTED HEREIN.**

**KNOWING AND VOLUNTARY EXECUTION:** I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER AND RELEASE, AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Pilot Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Pilot Printed Name: \_\_\_\_\_

Safety Pilot/Passenger Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Safety Pilot/Passenger Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Safety Pilot/Passenger Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature \_\_\_\_\_ Dated: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_

**Parent/Guardian Permission, Waiver and Release, and Certification of Entitlement to Transport Child Across State Lines:** I certify that I am the above child's or mentally incompetent's parent or legal guardian. As such, I have carefully read and understand this document in its entirety and, on behalf of myself and the child or legally incompetent individual to be flown, and in consideration for receiving a flight free of charge, I hereby (a) give the child or mentally incompetent permission to take the flights; (b) WAIVE and RELEASE all claims, causes of action and suits against RELEASEES for HARM arising from the flights; and (c) certify that I am legally entitled to take the child across a state line for this flight.

Parent/Legal Guardian \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_