

**ADULT AGREEMENT TO WAIVE LIABILITY, or PARENT/GUARDIAN WAIVE LIABILITY:  
ASSUME RISK, AND INDEMNIFY;**

**PILOT** \_\_\_\_\_

I want to ride as a passenger in an aircraft (herein meaning an airplane, helicopter, or other machine capable of flight to include experimental and home build aircraft not certified by the FAA). In consideration for being offered a ride (Flight Experience) in an aircraft piloted by the Pilot identified above, 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) James E. Hardy of Valley View, Texas, (b) 3XA1: Hardy Field, Valley View, Texas (c) owner(s) of the property at Hidden Valley Rd., Valley View, Texas 76272; (d) the Pilot identified above and any ground crew involved in my Flight Experience (collectively, the "Releasees") (e) JMH Innovations LLC, 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.

**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 adviser 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**

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

Passenger's Signature

Rev: October \_\_\_\_, 2020

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

**As the Parent or legal Guardian of the above minor, I have read the entire waiver and I realize and accept all the conditions stipulated above including Legal Adviser.**

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

Parent or Guardian Signature

\_\_\_\_\_ Print Parent or Guardian's Name