



## **AIRCRAFT TOUR RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

### **IMPORTANT NOTICE – SIGNING THIS DOCUMENT MAY RESULT IN THE WAIVER OF CERTAIN LEGAL RIGHTS. PLEASE READ IT THOROUGHLY BEFORE SIGNING.**

The individual participant named below (if a minor, the parent(s) or legal guardian(s) on behalf of the individual participant named below and in their capacity as the parent(s) or legal guardian(s) of the individual participant(s), collectively the “Customer”) requests permission to take a ride in an airplane or helicopter in conjunction with the Pocono Mountains Flight Fest (“Ride”). In consideration of being provided an airplane and/or helicopter ride (hereinafter referred to as the “Aircraft Ride”) by one or more Service Providers as identified in Section 1 hereinbelow (the “Service Provider/s”), Customer, for himself/herself and spouse, legal representatives, heirs, and assigns, to the fullest extent permitted by law, hereby agrees as follows:

1. **TO FOREVER RELEASE AND DISCHARGE** the Service Providers, including without limitation Access Air, LLC, Moyer Aviation, Inc., HiTech Helicopters Inc., D.W. Moyer Aviation LLC, the Pocono Mountains Municipal Airport Authority, and the Pocono Mountains Regional Airport, and their respective owners, related and affiliated entities, operators, employees, volunteers, agents, directors, and officers (collectively the “Released Party” or “Released Parties”) from all claims, demands, causes of action, and liability for any loss, damage, injury, death, or expense that may incur during or arising out of my participation in the Aircraft Ride, however caused, even if caused by the negligence (whether active or passive) or conduct of the Released Party, to the fullest extent allowed by law; and
2. **TO WAIVE ALL CLAIMS** that the Customer has or may have against the Released Parties, arising out of the Customer’s participation in the Aircraft Ride or the use of any equipment or facilities furnished by the Service Provider (collectively the “Equipment”), including while receiving instructions and/or training; and
3. **TO ASSUME ALL RISK** of any and all injuries, damages, losses, or liabilities that Customer may incur, including, but not limited to, serious bodily injury and/or death by participating in the Aircraft Ride (“Damages”); and
4. **AGREES NOT TO SUE OR MAKE A CLAIM** against the Released Parties, or their respective spouse, heirs, or legal representatives, for Damages or causes of action that may incur during or arising out of participation in the Aircraft Ride, however caused, even if caused by the negligence (whether active or passive) of the Released Party, to the fullest extent allowed by law. If Customer or Customer's spouse, executors, legal representatives, and/or heirs violate this Agreement by filing such a suit or making such a claim, Customer will reimburse all reasonable attorneys’ fees, damages, and costs Released Party, his/her spouse, heirs, and/or legal representatives incur in such claim.
5. **INDEMNITY.** Customer agrees to indemnify the Released Parties from any and all losses, claims of liability, liabilities, damages, demands, suits, actions, judgments, including without limitation interest, penalties, attorneys’ fees, and any and all expenses asserted against, resulting from, imposed upon, or incurred or suffered by any of the Released Parties arising out of the Customer’s participation in the Aircraft Ride, including while receiving instruction.
6. **RELEASED PARTY WARRANTS THAT:**
  - a. He/she has the right to operate the aircraft and provide Customer an Aircraft Ride in the aircraft; and

b. All Aircraft Rides are conducted by commercially rated pilots in aircraft that are in airworthy condition. The Released Party makes no further warranties and specifically disclaims any other warranties, express or implied.

**7. CUSTOMER WARRANTIES AND ACKNOWLEDGES THAT:**

a. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I MAKE THIS AGREEMENT INTENDING TO BIND MYSELF AND MY SPOUSE, HEIRS, ADMINISTRATORS, AND ASSIGNS; and

b. I UNDERSTAND THAT FLYING IN AIRPLANES AND HELICOPTERS, AND BEING AROUND AIRPLANES AND HELICOPTERS INVOLVES RISKS. SERIOUS INJURY OR DEATH CAN RESULT FROM MANY CAUSES, INCLUDING WITHOUT LIMITATION AIRPLANE OR HELICOPTER CRASHES, FALLS, PILOT ERROR, GROUND CREW ERROR, ENGINE OR MAINTENANCE FAILURE, DEFECTS IN RUNWAYS, INTERFERENCE WITH WILDLIFE AND OTHER OBJECTS, AND WEATHER OR TERRAIN CONDITIONS. INJURIES COULD BE MINOR OR MAJOR, UP TO AND INCLUDING DEATH. THE PARTICIPANT ASSUMES ALL RISK AND FULL RESPONSIBILITY FOR ANY INJURY OR DEATH ARISING FROM THIS AIRCRAFT RIDE.

c. I HAVE READ THIS AGREEMENT, AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING; and

d. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE RELEASED PARTY FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH THE RIDE; and

e. I GRANT TO THE SERVICE PROVIDER ALL RIGHTS FOR ALL USES TO ALL IMAGES IN PERPETUITY AND HEREBY ACKNOWLEDGE THE SERVICE PROVIDER'S SOLE OWNERSHIP OF ANY AND ALL SUBJECT IMAGES.

8. **SEVERABILITY.** To the extent that any portion of this Agreement is deemed to be invalid under the laws of the applicable jurisdiction, the remaining portions of the Agreement shall be valid and binding as though such invalid provision was not included in this Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Passenger Name: \_\_\_\_\_

Passenger Date of Birth: (MM/DD/YYYY) \_\_\_\_\_

Name of Customer (Must Be 18 Yrs or Older): \_\_\_\_\_

Relationship of Customer to Passenger if a minor: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Email: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Signature Date (MM/DD/YYYY): \_\_\_\_\_