

EAA® YOUNG EAGLES® PROGRAM - MINOR PARTICIPANT AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, INDEMNIFY AND PILOT CERTIFICATION

The young person listed below (The "Minor Participant") wishes to attend and participate, and I wish to allow him or her to attend and participate, in the Experimental Aircraft Association, Inc. ("EAA") Young Eagles program, which includes riding in an airplane.

I represent and warrant that I am the Minor Participant's parent or legal guardian and that I have the authority to enter into this Agreement on behalf of the Minor Participant.

In consideration for being allowed to take part in the Young Eagles program, the Minor Participant and I agree as follows:

The Minor Participant and I are aware of and understand the following:

1. The Young Eagles program is conducted by volunteer, non-professional pilots who are licensed by the Federal Aviation Administration ("FAA") or Transport Canada ("TC"). These volunteer pilots fly a wide variety of aircraft that are also licensed by the FAA or TC. I have been provided the opportunity to evaluate the airplane and pilot and I have determined that both are fit for flight.
2. Flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including without limitation airplane 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 or concussions; or catastrophic such as paralysis, severe burns or death.

3. The Young Eagles program that the Minor Participant has chosen to attend may not have trained medical personnel on-site or on call.

Assumption of Risk, Agreement to Waive Liability and Not to Sue.

The Minor Participant and I (for ourselves, heirs, family members, issue, personal representatives, executors, administrators and assigns) hereby:

(1) assume all risks and full responsibility for any injury or death arising from the Minor Participant's participation in the Young Eagles program, including being on airport ramp areas that may be active, being around aircraft that may be operating and riding in an airplane with a pilot who may not be known to us; and

(2) hereby irrevocably release and discharge:

- (a) Experimental Aircraft Association, Inc.;
- (b) EAA Aviation Foundation, Inc. ("Foundation"); and
- (c) the officers, directors, members, chapters, employees, agents, divisions, affiliates, insurers and volunteers (including pilots, owners and operators of airplanes used in the Young Eagles program) of each of those corporations (collectively, the "Releasees")

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 the Minor Participant's participation in the Young Eagles program. 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 Releasees.

Indemnification and Hold Harmless.

The Minor Participant and I agree to indemnify and hold the Releasees harmless from and against any and all claims, suits, proceedings, expenses, costs, damages, and liabilities, including attorney's fees, incurred, brought or threatened as a result of or arising out of the Minor Participant's participation in the Young Eagles program. 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.

No Representations.

In entering into this Agreement and allowing the Minor Participant to participate in the program, I have not relied upon any representations or statements (including without limitation those that may be contained in marketing, advertising or promotional materials) made by EAA, Foundation or any of the other Releasees which are not specifically set forth herein.

Consent and Fitness.

I am at least 18 years old (or, 19 years old if a resident of Alabama or Nebraska, 21 years old if a resident of Mississippi) and know how to read and understand the English language sufficiently to fully understand this Agreement and to appreciate its nature and consequences. I acknowledge that participation in the Young Eagles program involves risks and I am allowing the Minor Participant to participate in the program with full knowledge of those risks. If the Minor Participant is old enough to understand these risks, I have explained them to him or her.

I represent and warrant that the Minor Participant is, and will be, sufficiently healthy and fit to participate in the Young Eagles program, including riding in an airplane and, to the best of my knowledge, does not have any physical, mental or emotional infirmity or chronic ailment or injury of any nature that would limit his or her ability to participate or that would render his or her participation unsafe.

Legal Advice; Right to Bargain.

I know that I can talk to my legal advisor about this Agreement and I have either done so or have 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.

IMPORTANT: BEFORE SIGNING, CAREFULLY READ THIS ENTIRE AGREEMENT.

If an accident were to occur then, by signing this Agreement, you and the Minor Participant would be voluntarily giving up legal rights and providing an unconditional release of all liability to the greatest extent allowed by law.

If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should NOT sign it.