

## **Let's Fly Now!!**

**Ninety-Nines, Inc.<sup>®</sup>, including its Sections and its Chapters**

### **AGREEMENT TO WAIVE LIABILITY, ASSUME RISK AND INDEMNIFY**

The participant listed below wants to take part in the *Let's Fly Now* program including riding in an airplane. The *Let's Fly Now* program is conducted by volunteer 99s member pilots, Friends of the Ninety-Nines pilots, and other volunteer pilots who are licensed by the Federal Aviation Administration ("FAA").

These volunteer pilots fly a wide variety of aircraft that are also licensed by the FAA. I am the participant's parent or legal guardian or I am signing for myself (if over the age of 18). I represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in the *Let's Fly Now* program, the participant and I agree as follows:

#### **AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE**

The participant and I (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge the Ninety-Nines, Inc., Friends of the Ninety-Nines, and the officers, directors, members, chapters, sections, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes used in the *Let's Fly Now* program) agree not to sue those named above for, any and all claims for any injury or death arising from the participant's and my involvement in the *Let's Fly Now* program. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of those named above, other than those resulting from the gross negligence or willful misconduct of The Ninety-Nines, Inc. and those named above.

#### **ASSUMPTION OF RISK**

We understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather 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. If the participant is not old enough to understand these risks, I have explained them to him or her. The participant and I (for ourselves, our heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the *Let's Fly Now* program.

#### **INDEMNIFICATION**

The participant and I agree to indemnify and hold those named above harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the *Let's Fly Now* program. This duty to indemnify and hold those named above harmless applies even if those named above are negligent, however, indemnification is not required if those named above are grossly negligent or have engaged in willful misconduct.

## PHOTO AND IMAGE RELEASE

The participant and I hereby give the *Let's Fly Now Program*, The Ninety-Nines, Inc., Friends of the Ninety-Nines, and volunteers the absolute and irrevocable right and permission to use photographs, pictures and/or images of the participant taken at or derived from his or her participation in the *Let's Fly Now* program (the "Images") in whole or in part, with or without alteration or modifications, in any and/or all media, in connection with Let's Fly Now, The Ninety-Nines, Inc., Friends of the Ninety-Nines, or volunteers activities, programs, publications and publicity.

## DATA COLLECTION

The participant and I hereby give the *Let's Fly Now Program*, The Ninety-Nines, Inc., Friends of the Ninety-Nines, and volunteers the absolute and irrevocable right and permission to contact me via email, telephone call, or other method to determine if the introductory flight influenced my decision to take flight lessons, become a Ninety-Nine, and / or pursue aviation as a hobby or career.

## LEGAL ADVICE

I know that I may talk to my legal advisor 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:** If an accident were to occur, you and the participant (by signing this Agreement) would be giving up legal rights and incurring legal liabilities. 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 and you should talk to your legal advisor.

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Passenger or Parent / Guardian's Signature

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Print Name of Passenger

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Date

Cell #                   (\_\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_

Address Street \_\_\_\_\_

City / State / Zip \_\_\_\_\_