

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in EAA Chapter 20's Young Aviators Second RV-12is Build (hereinafter the "Project"); and

IN CONSIDERATION OF my desire to participate in said Project and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if releasor is under 18 years of age and older than 15 years of age) knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Project; and

I HEREBY release and forever discharge EAA Chapter 20's Young Aviators Program, located at San Carlos Airport, 620 Airport Way, San Carlos, California 94070, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releases"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Project.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED PROJECT AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS PROJECT, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM THE PROJECT, OR FROM CONDITIONS AT THE PROJECT LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS PROJECT.

I FURTHER AGREE to indemnify, defend and hold harmless Releases against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. In the event that I should require medical care or treatment, I authorize EAA Chapter 20's Young Aviators Program to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Project may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Project unless I am medically able and properly trained, and I agree to abide by the decision of the EAA Chapter 20's Young Aviators Program official or agent regarding my approval to participate in the Project.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE EAA Chapter 20's Young Aviators Program AND ALL ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST EAA Chapter 20's Young Aviators Program FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on part of EAA Chapter 20's Young Aviators Program, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all cost associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE PROJECT, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and EAA Chapter 20's Young Aviators Program agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of the agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

SEVERABILITY:

In the event that any provision contained, phrase or portion of this agreement shall be deemed to be servable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed and enforced as so limited.

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date:

EMERGENCY CONTACT INFORMATION

Primary Guardian / Emergency Contact Name:

Primary Guardian / Emergency Contact Phone Number:

Primary Guardian / Emergency Contact Email:

Relation to Participant:

Optional Secondary Guardian / Emergency Contact Name:

Optional Secondary Guardian / Emergency Contact Phone Number:

Optional Secondary Guardian / Emergency Contact Email:

Relation to Participant:

MINOR & PARENT/LEGAL GUARDIAN MEDIA CONSENT FORM

As part of the consideration for the young person listed below (“Minor Participant”) being able to participate in an Experimental Aircraft Association, Inc. (“EAA”) youth-focused program or event, including without limitation attending Young Eagles® programs, rallies, workshops, activities and other programs and events (collectively, “Youth Programs and Events”), held and/or hosted by the EAA Chapter listed above (the “EAA Chapter”), I, on behalf of the Minor Participant and myself, hereby, absolutely and irrevocably, agree as follows:

1. **Use of Name and Likeness.** The Minor Participant and I grant to the EAA Chapter, along with EAA and EAA Aviation Foundation, Inc. (“Foundation”), the respective officers, directors, employees, licensees, assigns, successors, agents of those entities, and those acting with their authority and permission (each an “EAA Releasee” and, collectively, the “EAA Releasees”) the absolute unrestricted right and permission, in perpetuity, to use the Minor Participant’s and my likeness, image, recorded voice, appearance, statements and performance, made or taken in connection with the Youth Programs and Events (collectively, “Images”) and to use, re-use, publish and re-publish, display, perform and reproduce the Images, in whole or in part, without the Minor Participant’s or my review, inspection or approval in any manner, individually or in conjunction with other products, images, photographs, videos, recordings, presentations, audio works, audiovisual works, representations, likenesses, captions, text, or other matters, materials or files for use in any form of media, now known or later developed, throughout the world, at any time, in connection with any EAA Chapter, EAA or Foundation activities, programs, publications, advertisements, promotions and/or publicity efforts. I acknowledge and agree that the EAA Releasees shall have complete ownership of any products, images, photographs, videos, recordings, presentations, representations, likenesses, captions, text, or other matters, materials or files containing or featuring the Minor Participant’s and/or my Images, including all intellectual property rights therein, and I acknowledge and agree that neither I nor the Minor Participant have any interest (whether under copyright or otherwise) in any of the Images or works created using the Images. This grant includes, without limitation, the right for any EAA Releasee to reproduce, broadcast, distribute, disseminate, publish, exhibit, edit, manipulate, distort, recontextualize, abridge, augment, create a compilation, sell, license or otherwise use the Images, in whole or in part, as an EAA Releasee may elect in its sole discretion.
2. **No Obligation to Use; No Payment.** The Minor Participant and I hereby acknowledge none of the EAA Releasees shall have any obligation to use the foregoing rights and permissions, which may be exercised, in whole or in part, at the sole discretion of the EAA Releasees. The Minor Participant and I waive any and all right to any payment related to the Images, to the use of the Images as set forth herein and to all other rights in connection with the Images.
3. **Release of Claims.** The Minor Participant and I hereby release and discharge the EAA Releasees from any and all claims and demands arising out of or in connection with the use of the Images and/or the rights granted under this release, including, without limitation, any and all claims for compensation, claims of defamation or any liability arising out of claims of blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said Images or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel, invasion of privacy or publicity.
4. **Age of Majority; Binding Effect.** I warrant and represent that I am the parent or legal guardian of the Minor Participant and that I have the authority to enter into this Consent and Release on behalf of the Minor Participant. 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 Consent and Release and to appreciate its nature and consequences. This Consent and Release shall be binding upon the Minor Participant and I, along with our heirs, family members, issue, personal representatives, executors, administrators and assigns.

I HAVE READ THE FOREGOING CONSENT AND RELEASE IN ITS ENTIRETY AND I FULLY UNDERSTAND IT.

Parent / Guardian Name:

Parent / Guardian Signature:

Minor Participant’s Name:

Date: