

# Waiver and Release of Liability - Assumption of Risk and Indemnity Agreement

Ultralight Introductory Flight – Incredible Flying Trike Adventure

**Please initial on each line.**

In consideration for permitting me, \_\_\_\_\_, to participate in this ultralight flying activity, I hereby acknowledge:

\_\_\_\_ I understand that flying while under the influence of alcohol or drugs is dangerous. I agree I will not fly while under the influence of alcohol or drugs.

\_\_\_\_ I agree to obey all safety instructions issued by the ultralight flight instructor and any staff or crew.

\_\_\_\_ I understand that ultralight flying is a potentially dangerous activity and involves the risk of serious injury and/or death and/or property damage.

\_\_\_\_ I understand that ultralight flying is regulated by the Federal Aviation Administration under FAR Part 103 and its exemptions and that ultralight vehicles and ultralight flight instructors are recognized by Aero Sports Connection, Inc (ASC) and are not certified by the FAA.

\_\_\_\_ I understand that I am assuming the risk of serious injury and/or death and/or property damage. I understand that NO INSURANCE covers this flight training.

\_\_\_\_ I understand that it is the sole responsibility of each individual participating in ultralight activities to ensure his or her own safety and the airworthiness of the ultralight vehicle that he flies. I understand that I am solely responsible for my safety and that I am solely responsible for attaining a thorough understanding of all information, procedures and actions that are necessary to ensure a safe flight prior to the beginning of every flight.

\_\_\_\_ I understand and agree that Aero Sports Connection, Inc. (ASC) is a private organization whose purpose is to support and promote ultralight aviation and that ASC provides no regulation or control of individuals, instructors or vehicles and therefore ASC, its staff and flight instructors cannot be held liable or responsible for any flight operations that result in injury or death to any person or property damage of any kind.

\_\_\_\_ I freely and voluntarily assume all risks associated with this ultralight flight. I, and my heirs, promise to hold ASC, its staff, flight instructor Alex Gorodnitchev, Incredible Adventures, Inc. and their agents harmless and blameless for any injury, death or property damage that may result from my ultralight flying and from any ultralight flight instruction that I may receive.

\_\_\_\_ I hereby release, waive and agree not to sue Incredible Adventures, Inc., Alex Gorodnitchev, Aero Sports Connection, and their employees and agents; owners of the airports used, crew, employees, and their agents; from all liability relating to my participation in this activity; and for any and all loss or damage, and any other claim or demands therefore on account of injury to my person or property or resulting in my death, now and forever, arising out of or related to participation in ultralight flying, whether caused by the negligence of the releasees or otherwise.

\_\_\_\_ I certify that I have adequate personal insurance to cover any injury or damage I may cause or suffer or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume — and bear the costs of — all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_ I hereby assume full responsibility for any risk of bodily injury, death, or property damage, now and forever, arising out of or related to participation in this ultralight flying activity whether foreseen or unforeseen and whether caused by negligence of the Releasees or otherwise, I hereby separately agree to indemnify and save and hold harmless the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation in this ultralight flying activity.

\_\_\_\_ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Incredible Adventures, Inc., Alex Gorodnitchev and Aero Sports Connection from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Incredible Adventures, Inc., Alex Gorodnitchev, or Aero Sports Connection equipment or facilities, including any such claims which allege negligent acts or omissions of the parties.

\_\_\_\_ I hereby agree that should Incredible Adventures, Inc., Alex Gorodnitchev, ASC, or anyone acting on their behalf, be required to incur attorney's fees and costs I agree to indemnify and hold them harmless for all such fees and costs.

\_\_\_\_ In the event of a lawsuit or claim against Incredible Adventures, Inc., Alex Gorodnitchev, Inc. and/or Aero Sports Connection, Inc. I agree that such lawsuit may only be filed in arbitration in the American Arbitration Association. The location of such arbitration shall be Sarasota, Florida. The substantive law of Florida shall apply without regard to the conflict of law rules of Florida. I specifically waive my right to a jury trial. I understand that I am waiving my right to bring any claim against Incredible Adventures, Inc., Alex Gorodnitchev, or Aero Sports Connection. in a court of law. I agree that in the event any portion of this Waiver and Release of Liability is found to be void or unenforceable, the remaining portion shall remain in full force and effect. I understand that as a result of signing this Waiver and Release of Liability I may be found to have waived my right to maintain a lawsuit or claim against Incredible Adventures, Inc., Alex Gorodnitchev and Aero Sports Connection, Inc. for any claim released herein. I have had sufficient time and opportunity to read this document, have read and understood it and agree to all of the terms herein unconditionally and without reservation.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Please Print

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

