

EAA® RAY AVIATION SCHOLARSHIP FOR FLIGHT TRAINING

ADULT PARTICIPANT - AGREEMENT TO WAIVE LIABILITY, ASSUME RISK AND INDEMNIFY

I, the individual and participant signing this Agreement, have been selected as a recipient of an EAA Ray Aviation Scholarship (the “Scholarship”), which is a scholarship program that provides financial support to deserving youth and young adults to assist with flight training expenses incurred in the pursuit of a pilot certificate. The Scholarship is managed by Experimental Aircraft Association, Inc., a Wisconsin nonstock, nonprofit corporation (“EAA”), and administered by an EAA chapter. I wish to accept the Scholarship funds awarded to obtain flight training (“Flight Training”) and to earn a pilot certificate. In consideration for being awarded the Scholarship and being provided the opportunity to obtain Flight Training through the use of the Scholarship funds, I hereby agree as follows:

I am aware of and understand the following:

1. Flight Training includes, without limitation, receiving flight instruction and completing a solo flight in an airplane. I have personally evaluated and selected the flight school and/or the Certified Flight Instructor (“CFI”) that will provide the Flight Training. I have determined that that the CFI(s) that will provide flight instruction and the aircraft that will be used are both 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 Flight Training that I wish to attend may not have trained medical personnel on-site or on call.

Assumption of Risk, Agreement to Waive Liability and Not to Sue. I (for myself, my 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 my acceptance of the Scholarship and my participation in the Flight Training, including being on airport ramp areas that may be active, being around aircraft that may be operating and riding in an airplane solo or with a pilot who may not be known to me; and (2) hereby irrevocably release and discharge: (a) EAA; (b) EAA Aviation Foundation, Inc. (“Foundation”); (c) the EAA chapter administering the Scholarship; and (d) the officers, directors, members, chapters, employees, agents, divisions, affiliates, insurers and volunteers of each of those entities (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 my participation in the Flight Training or my acceptance of the Scholarship. 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. 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 my participation in the Flight Training and/or acceptance of the Scholarship. 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 deciding to accept the Scholarship and participate in the Flight Training, 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, an EAA chapter or any of the other Releasees which are not specifically set forth herein.

Governing Law and Venue. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the internal laws of the State of Wisconsin without regard to the conflicts of law principles thereof. Any claim or suit between the parties may only be brought in and decided by the State or Federal courts in Winnebago or Milwaukee Counties of Wisconsin, and each party hereby waives any objection to each such venue and waives any claim that such claim or suit has been brought in an inconvenient forum. The parties consent to personal jurisdiction of such courts and waive any objection to such courts’ jurisdiction.

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 acceptance of the Scholarship and participation in the Flight Training involves risks and I have decided to accept the Scholarship and participate in the Flight Training with full knowledge of those risks. I represent and warrant that I am, and will be, sufficiently healthy and fit to participate in the Flight Training, including riding in an airplane and that I do not have any physical, mental or emotional infirmity, chronic ailment or injury of any nature that would limit my ability to participate or would render my 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 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.**

Participant’s Signature

Date

Print Participant’s Name