

LIABILITY RELEASE FOR RIDE IN PRIVATELY-OWNED AIRCRAFT

In consideration for being allowed to fly as a passenger in a privately owned vintage airplane taking off from the premises of Estrella Warbird Museum ("Flight"), the undersigned acknowledges, appreciates, and agrees that:

1. The aircraft in which the Flight will take place is not owned, controlled, or maintained by the Estrella Warbird Museum ("Museum"). The aircraft is owned by a private party ("Owner").
2. The risk of injury from the activities involved in the Flight is significant, including but not limited to the potential for permanent paralysis and death. Furthermore, the risk is increased by vintage nature of the aircraft and the natural conditions under which the Flight is conducted and might include inclement weather, high winds, and extreme temperatures.
3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the Flight.**
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release and hold harmless Museum, Owner, City of Paso Robles, and other participants in the Flight, and their directors, officers, officials, agents, and/or employees, ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.
5. In the event I file a lawsuit arising from my participation in the Flight, the venue for any such action shall be the Superior Court for the State of California County of San Luis Obispo. In any such action, the applicable law shall be the law of the State of California.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date: _____

By: _____
Releasing Party's Signature

Printed Name