

[NOTICE: AOPA OCCASIONALLY RECEIVES REQUESTS FOR A SAMPLE LIABILITY RELEASE AGREEMENT. IT IS ESSENTIAL THAT YOU UNDERSTAND YOU MAY NOT SIMPLY COPY AND USE THIS FORM. THE LAWS CONCERNING RELEASES VARY WIDELY FROM STATE TO STATE. IN SOME STATES, RELEASES ARE GENERALLY ENFORCEABLE SO LONG AS THEY ARE CLEAR, SPECIFIC AND DO NOT ATTEMPT TO EXCUSE LIABILITY FOR INTENTIONAL MISCONDUCT. IN SOME OTHERS: (1) ANY "PRE-INJURY AGREEMENT" TO RELEASE SOMEONE FROM LIABILITY FOR HIS/HER NEGLIGENCE MAY BE VOID; AND/OR (2) NOT EVEN A PARENT MAY SIGN A RELEASE ON BEHALF OF HIS/HER CHILD. AOPA MAY NOT PROVIDE YOU WITH LEGAL ADVICE CONCERNING RELEASES. YOU MUST CONSULT WITH AN ATTORNEY IN YOUR STATE TO BE CERTAIN YOUR RELEASE CONFORMS TO THE LAWS OF YOUR STATE.]

***RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT
FOR AIRCRAFT RIDE***

THIS RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT, ("Agreement") executed this ___ day of _____ 201___, by and between [FULL NAME OF RELEASING PARTY], an individual who resides at [ADDRESS, CITY, ST, ZIP], ("Guest"), and [FULL NAME OF RELEASED PARTY], an individual who resides AT [ADDRESS, CITY, ST, ZIP], ("Released Party").

WHEREAS, Released Party is the owner/operator of [AIRCRAFT N#] (the "Aircraft"); and

WHEREAS, GUEST has requested permission to ride in the Aircraft (the "Ride"); and

WHEREAS, Released Party is willing to provide GUEST with a Ride in the Aircraft provided GUEST is willing to accept the terms of this Agreement; and

WHEREAS, Guest accepts the terms of this Agreement.

NOW THEREFORE, Released Party and the Guest agree as follows:

1. THE RIDE. Released Party agrees to provide Guest a Ride in the Aircraft and the Guest hereby agrees that the Ride is conducted subject to the following terms and conditions.
2. RELEASED PARTY WARRANTY. Released Party warrants that he/she has the right to operate the Aircraft and to provide Guest a Ride in the Aircraft. Released Party makes no further warranties and specifically disclaims any other warranties, expressed or implied.
3. RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE. In consideration of being provided a Ride in the Aircraft, Guest, for himself/herself and spouse, legal representatives, heirs and assigns, hereby agrees as follows:
 - a. I hereby voluntarily assume the risk of any and all injuries, damages, losses, or liabilities that I may incur, including, but not limited to, serious bodily injury and/or death by participating in the Ride ("Damages"); and
 - b. I hereby forever release and discharge Released Party, his/her spouse, heirs and/or legal representatives, from any and all claims, demands, or causes of action for Damages that I may incur during or arising out my participation in the Ride, however caused, even if caused by the negligence of Released Party, to the fullest extent allowed by law; and
 - c. I will not sue or make a claim against Released Party, his/her spouse, heirs or legal representatives, for Damages or causes of action that I may incur during or arising out my participation in the Ride, however caused,

even if caused by the negligence (whether active or passive) of the Released Party, to the fullest extent allowed by law; and

d. If I or my spouse, executors, legal representatives and/or heirs violate this Agreement by filing such a suit or making such a claim, I will reimburse all reasonable attorneys' fees, damages and costs Released Party, his/her spouse, heirs and/or legal representatives incur in such claim.

4. GUEST WARRANTIES. GUEST WARRANTS AND ACKNOWLEDGES THAT:

a. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND I MAKE THIS AGREEMENT INTENDING TO BIND MYSELF AND MY SPOUSE, HEIRS, ADMINISTRATORS AND ASSIGNS;

b. I HAVE READ THIS AGREEMENT, AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING IT AND THAT I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING;

c. I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM Released Party FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH THE RIDE.

5. SEVERABILITY. This Agreement is intended to be as broad and inclusive as permitted by law and if any part of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

6. MISCELLANEOUS. This Agreement contains the entire integrated Agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon either party hereto unless set forth in writing duly executed by such party.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE]. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of [STATE] to the exclusion of the Courts of any other State or Country.

[NAME OF RELEASED PARTY]

[NAME OF GUEST]

Signature

Signature

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