



## Waiver of Liability Agreement

### **IMPORTANT: READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS**

I \_\_\_\_\_ (PRINT NAME) Desire to take a WACO Bi-Plane, Cessna 172 or Piper Saratoga ride with Outer Banks Aviation (OBXA), part of The Venable Group, LLC (TVG). I understand and acknowledge that my desired airplane ride is purely voluntary, and I have made the decision to fly of my own free will. I further understand and acknowledge that, barring my voluntary execution of this agreement, OBXA/TVG would not provide me with an airplane ride. In consideration of providing me with a ride, I agree as follows:

#### **1. REPRESENTATIONS, WARRANTIES, AND ASSUMPTION OF RISK**

I voluntarily chose to assume all the risks inherent with aircraft flight, including but not limited to: risks of negligent conduct of others, equipment or aircraft malfunction, and improper or negligent operation of aircraft.

#### **2. EXEMPTION AND RELEASE FROM LIABILITY**

I, my next of kin, assigns, executors, administrators, guardians, and legal representatives hereby EXEMPT, RELEASE, AQUIT, FOREVER DISCHARGE, AND HOLD HARMLESS OBXA/TVG or any employees, whether acting on the behalf of OBXA/TVG or individually, from all liability, claims, demands, and causes of action of every nature whatsoever, whether in contract or in tort or under any other legal theory, arising out of my participation in an airplane ride.

#### **3. COVENANT NOT TO SUE**

I, my next of kin, assigns, executors, administrators, guardians, and legal representatives agree never to institute any lawsuit of any nature, any action at law, or otherwise against OBXA/TVG or any of the employees, nor to initiate or assist the prosecution of any claim for damages or any cause of action for which I, my next of kin, assigns, executors, administrators, guardians, and legal representatives hereafter may have by reason of death or injury to my person or damage to my property arising out of my participation in an airplane ride. Should any lawsuit or action at law or otherwise be instituted in violation of this agreement by my next of kin, assigns, executors, administrators, guardians, and legal representatives, agree that OBXA/TVG or any employees, shall be entitled to recover, in addition to any other damages which may be incurred, all attorney's fees and costs incurred in the defense of such actions, including appellate proceedings.

#### **4. INDEMNITY AGAINST CLAIMS**

I, my next of kin, assigns, executors, administrators, guardians, and legal representatives agree to indemnify, defend, save, and hold harmless OBXA/TVG or employees with regards to any and losses, claims, actions, and proceedings of every nature whatsoever which may be presented or initiated by any person or entity, arising directly or indirectly out of my participation in any airplane ride.

**5. WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/JURISDICTION**

I agree that the law of the state of North Carolina shall apply all issues arising out of this agreement, including but not limited to the construction, interpretation, and validity of the agreement, and that North Carolina law shall govern any dispute between me (including , my next of kin, assigns, executors, administrators, guardians, and legal representatives) and OBXA/TVG or any employees and/or assigns arising out of my participation in an airplane ride, in the event of any litigation shall be brought in the Circuit or County Court or Dare County, North Carolina. By signing this agreement, I, my next of kin, assigns, executors, administrators, guardians, and legal representatives, submit to the jurisdiction of the Circuit and County Court of Dare County, North Carolina.

**I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF NORTH CAROLINA, AND THAT IF ANY PORTION HEREOF IS JUDICIALLY DETERMINED TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

**I HAVE READ THE AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF ITS TERMS AND PROVISIONS. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE TO ME.**

**I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM RELEASING OBXA/TVG FROM ANY AND ALL LIABILITY THAT MAY ARISE OUT OF INJURY OR DEATH THAT I MAY SUFFER AS A PASSENGER IN AN AIRPLANE RIDE. I AGREE TO ALLOW OBXA/TVG TO CONFIRM AND RECORD MY WEIGHT.**

PRINT NAME (FIRST) \_\_\_\_\_ (LAST) \_\_\_\_\_ AGE \_\_\_\_ WEIGHT \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EMERGENCY CONTACT & PHONE NUMBER \_\_\_\_\_

MINOR (PRINT NAME) \_\_\_\_\_ AGE \_\_\_\_\_

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We (PRINT NAME) \_\_\_\_\_, Parent/Guardian of the above-said minor (1) do hereby consent to him/her participating in a air tour ride with OBXA/TVG. (2) agree to and adopt as our own the conditions of the above agreement and (3) agree to reimburse OBXA/TVG for any damage incurred by it for which the above said minor would be liable were he/she over 18 years of age.

SIGNATURE (Parent/Guardian) \_\_\_\_\_ DATE \_\_\_\_\_