

# Waiver of Liability

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**CAUTION:** BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE JET CENTER FOUNDATION, JET CENTER EVENTS AND OTHERS AND ITS EMPLOYEES, AFFILIATES, SPONSORS AND HOSTS FOR ANY INJURIES OR DEATH YOU MAY SUFFER AS A RESULT OF THE PARTICIPATING IN THE “SUNDAY DRIVE” ACTIVITIES. PLEASE READ CAREFULLY.

**In signing this Release, I acknowledge, represent, and certify that:**

1. I have read this agreement in its entirety, understand it, and sign it voluntarily as my own free act and deed;
2. I am not under the influence of alcohol, drugs, and/or any other mind altering substance; No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
3. I am at least 18 years of age and fully competent; or I am under the supervision of a fully competent adult;
4. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

**BY SIGNING THIS AGREEMENT, YOU INDICATE THAT YOU HAVE READ, FULLY UNDERSTAND, AND AGREE WITH EACH PROVISION AS "THE PARTICIPANT" LISTED IN EACH ONE.**

1) PARTIES INCLUDED The participant understands that this agreement includes Jet Center Events, Jet Center Foundation, its sponsors, affiliates, hosts, venues, municipalities and government agencies, as well as all partners, employees, directors, officers, and agents, whether paid or volunteers, and the owner of the structure(s) and/or land utilized for hosting the event activities (hereinafter collectively referred to in this agreement as Jet Center).

2) ASSUMPTION OF RISK The participant is fully aware that driving in winding mountainous roads, and all associated activities are inherently dangerous and contain inherent risks and dangers (including serious injury or death), that no amount of care, caution, instruction, or expertise can completely eliminate. The participant knows and understands that the participant alone is fully responsible for every aspect of the drive. The participant knows and understands the scope, nature, and extent of the risks involved in the activities contemplated by his/her agreement. The participant voluntarily, freely, and unconditionally chooses to incur any and all such risks and dangers.

3) EXEMPTION FROM LIABILITY The participant hereby fully and forever discharges and releases Jet Center from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any activities including not only the participants actual driving but any activity the participant engages in before, during and after participating, or resulting from the negligence of Jet Center or from any other cause or causes.

4) COVENANT NOT TO SUE The participant agrees, for him/herself and his/her heirs, executors, administrators, distributes, guardians, legal representatives, or assigns, as well as all passengers and the passenger's heirs, executors, administrators, distributes, guardians, legal representatives, or assigns, not to institute any suit or action at law, or otherwise, against Jet Center, nor to initiate or assist the prosecution of any claim for damages, or cause of action, which the participant, his/her heirs, executors, or administrators hereafter may have by reason of injury to the person of the participant or to his/her property arising from the activities contemplated by this agreement.

5) INDEMNITY AGREEMENT The participant agrees unconditionally, for him/herself and his/her heirs, executors, administrators, distributes, guardians, legal representatives, or assigns and for all passengers heirs, executors, administrators, distributes, guardians, legal representatives, or assigns, to indemnify and hold harmless Jet Center from any and all losses, claims, actions, or proceedings of any kind which may be counsel fees incurred by Jet Center, the participant, and indemnified parties, or any of them, for the defense of any such actions which may hereafter arise directly or indirectly from the activities of the participant while engaging in activities contemplated by this agreement.

6) CONTINUATION OF OBLIGATIONS The participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGREEMENT shall continue in full force. The agreement shall be effective not only for the participant's first activity but for any and all activities in any way associated with Jet Center.

7) PHOTOGRAPHIC MODEL AGREEMENT I authorize Jet Center to use and reproduce any photographs taken of me participating in the drive, including before and after components, for advertising, promotion, or any other purpose whatsoever, and hereby waive all claims or rights arising out of such use or reproduction.

8) MODIFICATION AGREEMENT This agreement cannot be modified orally and a waiver of any provision shall not be construed as a modification of any provision herein, as a consent to any other provision herein, or as a consent to any subsequent waiver or modification.

9) HEALTH CAPABILITIES The participant currently has no physical or mental condition that impairs his/her capability and the participant is fit to fully participate in all drives and activities associated with the drive activities.

10) LEGAL CAPABILITIES The participant has no legal prohibitions against his/her driving, making representations on behalf of himself / herself and all passengers included in the Drive provided by Jet Center.

It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative(s), if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to sue Jet Center.

**I HEREBY EXPRESSLY RECOGNIZE THAT THIS AGREEMENT IS A CONTRACT PURSUANT TO WHICH I HAVE RELEASED ANY AND ALL CLAIMS AGAINST JET CENTER RESULTING FROM MY PARTICIPATION IN OR BEING A SPECTATOR OF, DRIVER IN, AND OR PASSENGER OF THIS DRIVE ACTIVITIES, INCLUDING ANY CLAIMS CAUSED BY THE NEGLIGENCE OF JET CENTER.**