

MVP Aviation, LLC – Passenger/Participant Liability Release Agreement

Applicability: This agreement is required from each passenger/participant for any flight or flight related activity provided in association with MVP Aviation.

MVP CONTACT: 803-439-9544

Passenger/Participant Information:

Name _____ Phone _____
Emergency Contact (name) _____ (relationship) _____
Phone _____

AGREEMENT:

I, the undersigned (the Participant – if under 18 then also the parent/legal guardian), have the authority to enter into this agreement, in exchange for being allowed to take part in this or any other flight/activity.

I, the undersigned, agree to this contract as follows: I AGREE TO WAIVE ALL CLAIMS, LIABILITY AND NOT TO SUE MVP Aviation. I release and discharge MVP Aviation, LLC., and all the officers, directors, participants, chapters, employees, agents, divisions, affiliates, and volunteers (including pilots, owners and operators of airplanes used during any event/flight) of each of those corporations and any other persons or entities (herein after known as "MVP"), claimed or deemed to be liable from, and agree not to sue MVP for, any and all claims against MVP for, any injury or death arising from the participation in any flight/activity. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of MVP, other than those resulting from the gross negligence or willful misconduct of MVP. AGREEMENT TO ARBITRATE Should any matter arise which cannot be mutually resolved between MVP and myself, I agree that upon the sole and exclusive election of MVP, any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or relating to my enrollment or participation (whether direct or indirect) in any MVP activity, shall be resolved by binding arbitration and under the Rules of the American Arbitration Association in Atlanta, Georgia. The parties exclusively select the application of Georgia substantive law to resolve legal issues that may arise in the course of such arbitration or any litigation between the parties. ASSUMPTION OF RISK I understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including but not limited to airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could include, but are not limited to, minor injuries such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; or catastrophic such as paralysis, severe burns, or death. I assume all risks and full responsibility for any injury or death arising from taking part in any activity/flight. INDEMNIFICATION I agree to indemnify and hold MVP harmless from any losses, claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in any flight/activity including any claim by a third party as to personal injury or property damages. This duty to indemnify and hold MVP harmless applies even if MVP is negligent and even if the negligence of MVP is as the sole proximate cause: however, indemnification of MVP is not required if MVP is grossly negligent or has engaged in willful misconduct. SEVERABILITY If any term of this entire Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and

possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. PHOTO/VIDEO/AUDIO RELEASE. I hereby grant MVP, the right to take photographs/videos (which include audio recordings) of me and my property in connection with any MVP sponsored event. I further authorize MVP, its assigns, and transferees to copyright, use, and publish the same in print and/or electronically. I agree that MVP may use such photographs/videos/audio recordings of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and online content. I further understand and... Aircraft Rental and Liability Release Agreement, MVP Aviation, LLC (page 6 of 6) ...agree to being recorded by both audio and video for surveillance/security purposes while on MVP Property. I understand that if I do not agree to the above terms then I will not partake in any program offered by MVP. LEGAL ADVICE I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the perpetual, unconditional release of all liability to the greatest extent allowed by law. Before signing, carefully read this entire agreement. NOTE FROM MVP If an accident were to occur, you would be giving up legal rights and incurring legal liabilities. 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 and you should talk to your legal advisor.

Entire Agreement: This Agreement embodies the entire understanding and agreement among the parties pertaining to the subject matter hereof, and all prior or contemporaneous representations, agreements, and understandings of the parties, whether written or oral, are superseded by this Agreement and shall be deemed merged herein.
Construction: Paragraph headings are for convenience only and shall not be considered a part of the terms and provisions of the Agreement.

Binding Effect: This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by and against all the parties and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any person other than the parties, and their respective heirs, legal representatives, personal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one in the same Agreement.

Applicable Law: Jurisdiction. This Agreement shall be construed, interpreted, and enforced according to the statutes, rules of law, and court decisions of the State of Georgia without regard to conflict of law provisions. Venue shall lie exclusively in Richmond County, Georgia. Any dispute arising out of or related to this Agreement may only be heard in either the Magistrate Court of Richmond County or the Superior Court of Columbia County. Parties agree to consent to personal jurisdiction in those courts if such a dispute arises.

Amendments/Waivers: This Agreement may be amended, modified, superseded, or canceled, and the terms or covenants waived, only by a written instrument executed by both of the parties hereto or, in the case of a waiver, by MVP. The failure to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver of any term, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any such breach, or a waiver of the breach of any other term contained in this Agreement.

Passenger/Participant Signature: _____ Date: ____/____/____

Print Name: _____

Parent/ Legal Guardian (If under 18)

Signature: _____ Date: ____/____/____

Print Name: _____ Relation _____