

MVP Aviation, LLC - Pilot Aircraft Rental and Liability Release Agreement

Applicability: 1) This agreement and 2) a pilot check-out...*if flying without an instructor* - are required prior to the use of MVP Aviation, LLC aircraft. An additional Participation Liability Release Agreement is required from each passenger/participant.

MVP CONTACT: 803-439-9544

Pilot Information:

Name _____ Phone _____

E-mail _____

Emergency Contact (name) _____ (relationship) _____

Phone _____

Pilot Documents:

___ Copy of Participant's Passport/Birth Certificate/Proof of Citizenship

___ Copy of Participant's State ID Card

___ If Participant is under 18, then a copy of their parent's State ID Card

___ Logbook TSA Endorsement

___ FAA Pilot Certificates, FAA Medical

___ Copy of non-owner's Aircraft Insurance (recommended, not required)

History:

As PIC (Pilot in Command) or as SIC (Second in Command), have you ever been involved in any aircraft incident(s)/accident(s)? NO ___ YES ___ (if yes, please explain)

As PIC (Pilot in Command) or as SIC (Second in Command), have you ever been found guilty of any Federal Aviation Regulation violation(s)? NO ___ YES ___ (if yes, please explain)

Explain any questions to which you answered "yes" here:

_____ (use back if necessary).

(If you are being instructed in an aircraft other than MVP's, skip to SECTION 2)

SECTION 1: In exchange for allowing me the privilege of renting an airplane from the MVP, I hereby voluntarily agree to abide by the following rules: (**Please initial** next to each line item)

_____ I agree to comply with all applicable federal, state, local and MVP regulations and policies.

_____ I will perform a complete pre-flight inspection using the manufacturers approved checklist prior to taking any flight.

_____ I agree to return the aircraft at the agreed time (safety permitting) and will return it in the same condition it was received (normal wear and tear expected). Should any delay occur, I further agree to notify MVP of the delay. Should the aircraft need to be recovered from any location due to any reason except for mechanical failure, I agree to reimburse MVP for any out of pocket expenses associated with recovering the aircraft.

_____ I agree to NOT use the aircraft for hire or for any other commercial use or activity.

_____ I understand that an aircraft checkout specific to Make and Model is required before any aircraft rental can commence under my authority as Pilot in Command (PIC).

_____ I understand that it is my responsibility to provide MVP with any updated information as pertinent to this agreement.

_____ I agree to only land at public use airports that are paved and have dimensions of at least 3,000ft x 50ft (or least 50% higher than the length required by any available performance data for the type of operation being conducted), whichever is greater. Any airports or landing areas not meeting this criteria are not approved and are prohibited unless otherwise specifically authorized in writing by the by the chief pilot. Should any variance be allowed, it shall only be valid for that specific flight and is not considered a permanent authorization. Participants on dual training flights may land on airports that do not meet this requirement as long as they are with an MVP instructor and the Chief Pilot has approved that flight. _____ I agree to discontinue my flight if the flight conditions should fall outside the limits as established in the "Flight Minimums Section" of this document.

_____ I agree to not practice or intentionally cause the aircraft to enter a spin unless in a spin certified aircraft and when accompanied by an authorized MVP flight instructor and the Chief Pilot has approved. _____ I agree to report any precautionary landings or any other aircraft or passenger related anomalies to the Chief Pilot. I further agree that in the event of an emergency/precautionary landing, that I am solely responsible for the aircraft until that time in which an MVP instructor or other company authorized personnel are on the scene and relieve me of this obligation.

_____ I agree that unless otherwise specifically authorized (in writing) by the Chief Pilot; to always operate the aircraft from the left seat. I further understand that while renting aircraft from MVP that I (when certified to do so) am to act as Pilot in Command (PIC). (This provision does not apply to current CFI's or those being instructed to become a flight instructor)

_____ I agree to pay for all posted charges including any landing, handling or other service related fees that may be paid by MVP which may occur as a result of any of my flights. I further understand that aircraft rental time will be billed by using the aircraft HOBBS meter. In the event of a HOBBS meter failure, I will be billed by the time on the engine TACH meter which will then be multiplied by (1.15 then rounded to the closest 1/10th).

_____ I agree to not take the aircraft outside of the United States of America continental limits.

_____ I agree to never hand prop the airplane, never allow anyone to enter or leave the aircraft while the engine is running and also to never smoke on any ramp areas or in the airplane.

_____ I understand that I will be held financially responsible and liable in the event of any incident/accident resulting in damage or injury to persons or property on the ground, in the aircraft (for passengers I may have onboard) and/or for damages to the aircraft. I further agree and understand that I and my passengers must have signed a PARTICIPATION LIABILITY RELEASE AGREEMENT prior to boarding any MVP aircraft.

_____ I understand that MVP's insurance policy(s) only cover MVP and that their insurance is not extended to me or my passengers in any way. I am fully responsible should any hull loss or liability occur. MVP Aviation, LLC and/or its insurance company have full rights to subrogate against me for any payments it may be required to make on account for any damage or loss arising out of my operation of the aircraft.

_____ I understand that this agreement may be updated from time to time and that the most recent revision will be electronically available for my viewing on the MVP website at www.mvpaviation.com. If the website should be unavailable, then a hard copy will be made available upon request at MVP's primary business location. I further understand that by continuing to participate, that I will be bound to any updates in this document and that it is my responsibility to check the most current revision for changes before each and every participation. If I do not approve of any of the changes then I will refuse aircraft rental, or event participation.

SECTION 2:

_____ I AGREE THAT MVP AVIATION, LLC OR ANY INSTRUCTOR USED BY MVP AVIATION WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE SUFFERED BY ME DUE TO MALFUNCTION, AIRCRAFT AVAILABILITY, MY FAILURE TO ARRIVE AT MY DESTINATION ON A TIMELY BASIS, FOR ACTIONS BY THE INSTRUCTOR, OR FOR ANY OTHER REASON OTHER THAN THOSE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY MVP AVIATION. I FURTHER UNDERSTAND THAT MVP AVIATION, LLC MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY AIRCRAFT RENTAL. SELLER EXCLUDES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF OR INABILITY TO USE WHAT MVP IS PROVIDING OR FOR CONSEQUENTIAL DAMAGES.

FLIGHT MINIMUMS SECTION: (unless under the direct supervision of a MVP flight instructor) Required Certificate: Private Pilot, or greater, SEL (privileges must be FAA current) in conditions of VFR (day) 5 SM with a ceiling above 1,500 AGL, VFR (night) 5 SM with a ceiling above 3,000 AGL, IFR rated IFR (day or night) IFR rated and current, and must meet no-alternate-required minimums at destination, (Part 91.169) 2,000²/₃ miles/1 hr. before and 1 hr. after planned arrival, must include a planned alternate, AND must have the required fuel to destination, then the alternate, PLUS one hour of reserve fuel onboard. Cross-wind component not to exceed 12 knots. Fuel Reserve (day) 1.0 hour. (night) 1.5 hour. (IFR) 1.0 hour beyond the alternate.

SECTION 3:

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.

Pilot Signature: _____ Date: ____/____/____

Print Name: _____

Parent/Guardian if under 18: _____ Print: _____