

Cessna 172N, N1019F

High Risk Activity – Release of Liability and Hold Harmless Agreement

(General Aviation – Aircraft, including Training Activities)

This Release has been executed on _____, 20____, by _____ (name) whose address is _____, herein referred to as “Releasor,” for the benefit of Fly By Aviation., a California LLC (“Fly By Aviation”); its members, including the Mirzakhonian Family ; Alfred Mirzakhonian, in his individual capacity and as Trustee of the Fly By Aviation (“Alfred Mirzakhonian”); and their respective affiliates, including without limitation, any owners, members, managers, shareholders, directors, officers, trustors, trustees, agents, employees, contractors, representatives, lessees, insurers, administrators, or executors of same, and without any further limitation, the last beneficial owner(s) of any such entities, or the immediate family members of the preceding, herein collectively referred to as “Releasees,” regarding the operation of a Cessna 172N aircraft, manufacturer’s serial number 17272933, Federal Aviation Administration (“FAA”) registration number N1019F (the “Aircraft”).

RELEASE OF LIABILITY. Releasor, being of lawful age, does for him or herself, his or her spouse, any minors and/or legal dependents, as well as any entity which employs him/her, or which he or she owns an interest in or exercises control over, and the legal representatives, heirs, executors, administrators, estates and assigns of any of the preceding (all collectively referred to herein as “Releasor”), hereby releases, waives and discharges Releasees from any and every claim, demand, action or right of whatever kind of nature, either in law or in equity arising from or by reason of any bodily injury or personal injury known or unknown, death, or property damages, resulting from any accident, incident or occurrence (collectively, “Claims”), which may occur as a result of any and all operations of the Aircraft, or any other related activity, whether by the negligence of Releasees, or any other cause whatsoever.

ASSUMPTION OF RISK. The undersigned acknowledges that aviation is an inherently dangerous activity, subject to factors and hazards beyond Releasees’ anticipation or control, including, without limitation, defective products, weather conditions, turbulence, and/or air traffic or runway/ramp control mistakes, and Releasor therefore assumes all risks which may arise as a result of Releasor’s participation in Aircraft operations, or any other related activity, whether incurred as a result of Releasees’ or Releasor’s negligence or any other cause, including, without limitation, failure of equipment or the negligence of pilots of any aircraft, or third-party air or ground personnel.

RELEASOR ACKNOWLEDGES THAT THE AIRCRAFT IS CAPABLE OF AND WILL BE OPERATED IN AIRCRAFT FLIGHT TRAINING OPERATIONS, AND THAT THE RISKS OF AIRCRAFT FLIGHT TRAINING OPERATIONS INCLUDE, WITHOUT LIMITATION, RISKS ATTENDANT TO PILOT ERROR, EQUIPMENT FAILURE, AND RISKS INCIDENT TO OPERATIONS NOT NECESSARILY RELATED TO EMERGENCIES OR ACCIDENTS, SUCH AS MANEUVERS, RAPID ACCELERATION AND DECELERATION, SPEED, ALTITUDE, AND/OR WEATHER TRANSITIONS, AS WELL AS RISKS RELATED TO RELEASOR’S OWN

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HEALTH OR PRE-EXISTING MEDICAL CONDITIONS (WHICH MAY BE ADVERSELY AFFECTED BY FLIGHT TRAINING OPERATIONS), AS WELL AS RISKS RELATED TO RELEASOR'S OWN ACTIONS AND CONDUCT, INCLUDING RESPONSES TO INSTRUCTIONS IN EMERGENCIES, AND RISKS RELATED TO THE FACT THAT RELEASOR MAY HAVE LITTLE OR NO PRIOR EXPERIENCE IN PILOTING A HIGH-PERFORMANCE AIRCRAFT. RELEASOR ASSUMES ALL RISKS ASSOCIATED WITH RIDING IN THE AIRCRAFT, AND RELEASES RELEASEES FROM ANY DUTY REGARDING THE DESIGN, CONSTRUCTION, MAINTENANCE, OPERATION, CONDITION OR SAFETY OF THE AIRCRAFT OR ANY EQUIPMENT OR SUPPLIES USED IN CONNECTION WITH THE AIRCRAFT, OR ANY AIRCRAFT OPERATIONS, OR WITH RESPECT TO ANY REQUIRED TRAINING OR PREPARATION, OR LACK THEREOF, OTHER THAN AS MAY BE EXPRESSLY MANDATED BY APPLICABLE LAW.

INDEMNIFICATION; HOLD HARMLESS. Releasor agrees to indemnify and hold Releasees harmless from any and all Claims which may arise as a result of Releasor's participation in Aircraft operations, or any other related activity, or any other activities, whether resulting from Releasees' negligence in connection with flying or the use of any associated equipment, or premises, or any other cause whatsoever.

Releasor agrees to indemnify Releasees for any and all liabilities of any kind whatsoever, including without limitation, defense fees and costs, or any other damage sustained by any person whatsoever due to Releasor's participation in Releasees' Aircraft operations, whether occurring in flight or on the ground.

Without prejudice to the generality of the foregoing, Releasor further releases Releasees from any claim whatsoever on account of first aid, treatment or services rendered to Releasor by Releasees or third parties relating to Releasor's participation in the activities described herein.

Releasor acknowledges and agrees that any equipment, other materials, services, time, skills, or other aviation-related costs and expenses being furnished to Releasor by Releasees are significant, material and valuable consideration in exchange for this Release, that Releasor has read and fully understands this Release, and that Releasor understands that he or she has, and continues to have, the right to obtain legal advice from an attorney before executing this Release.

This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital. This Release shall be governed by the laws of the State of California with regard to transactions occurring entirely within its own borders, and without regard to its principles of choice or conflicts of law. Invalidity or unenforceability of one or more provisions of this Release shall not affect any other provision.

Releasor further acknowledges by signing the Release that there are no blanks remaining herein. NOW THEREFORE, the undersigned executes this High Risk Activity – Release of Liability and Hold Harmless Agreement (General Aviation – Aircraft, Including Training Activities) regarding operation of the Cessna 172N aircraft, Serial # 17272933, N1019F, as of the date below.

Date _____, 20 _____

Releasor's Signature

Releasor Name

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