

AGREEMENT TO WAIVE LIABILITY, COVENANT NOT TO SUE, ASSUME RISK AND INDEMNITY

The young person listed below wants to take part in the Abbotsford Flying Club's ("AFC") First Flights for Kids event, including riding in an aircraft. The Abbotsford Flying Club's First Flights for Kids event is conducted by volunteer AFC member pilots who are licensed by the Department of Transport, Transport Canada ("TC"). These volunteer pilots fly a wide variety of aircraft that are also licensed by TC. I am the young person's parent or legal guardian and I represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in the Abbotsford Flying Club's First Flights for Kids event, the young person and I agree as follows:

AGREEMENT TO WAIVE LIABILITY - The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), release and forever discharge the Abbotsford Flying Club ("AFC"), its officers, directors, members and volunteers (including pilots, owners and operators of aircraft used in the Abbotsford Flying Club's First Flights for Kids event) (collectively the "Representatives" and individually a "Representative"), jointly and severally, from any and all claims against AFC and/or any one or more of the Representatives (including, but not limited to, claims for any injury or death) arising from the young person's and/or my participation in the Abbotsford Flying Club's First Flights for Kids event. This waiver, release, and discharge applies to all legal rights, including those resulting from any negligence of AFC and/or their Representatives, unless such rights result from the gross negligence or wilful misconduct of AFC in which case the waiver, release and discharge will not apply to AFC.

COVENANT NOT TO SUE - The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), hereby covenant and agree not to sue AFC or any of the Representatives, jointly and severally, for any claims (including, but not limited to, claims for injury or death) arising from the young person's and/or my participation in the Abbotsford Flying Club's First Flights for Kids event. This covenant not to sue applies to all legal rights, including those resulting from any negligence of AFC and/or any one or more of the Representatives, unless such rights result from the gross negligence or wilful misconduct of AFC in which case the covenant not to sue will not apply to AFC.

ASSUMPTION OF RISK - We understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, turbulence, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. If the young person is old enough to understand these risks, I have explained them to him or her. **The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), assume all risks and full responsibility for any injury or death arising from taking part in the Abbotsford Flying Club's First Flights for Kids event.**

INDEMNIFICATION - The young person and I agree to indemnify and hold AFC and the Representatives, jointly and severally, harmless from any claims, costs, damages, and liabilities, whatsoever including lawyer's fees, arising from taking part in the Abbotsford Flying Club's First Flights for Kids event. **This duty to indemnify and hold AFC and the Representatives harmless applies even if AFC and/or any Representative is negligent; however, this duty to indemnify and hold harmless shall not apply in relation to AFC if and to the extent that such claims, costs, damages or liabilities result from the gross negligence or wilful default of AFC.**

LEGAL ADVICE - I know that I can talk to my legal advisor about this Agreement to Waive Liability, Covenant Not to Sue, Assume Risk and Indemnity (the "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 and bargain about the provisions of this Agreement. I am freely and voluntarily signing this Agreement in my capacity as parent or guardian of the young person and on my own behalf and intend this Agreement to be an unconditional release of all liability to the greatest extent allowed by law. I fully understand that the young person and I and our respective heirs, family members, personal representatives and assigns are and will remain legally bound by the provisions of this Agreement.

Before Signing, Carefully Read This Entire Agreement

Note from AFC: If an accident were to occur, you and the young person (by signing this Agreement) 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.

Parent or Guardian's Signature	Date (yyyy-mm-dd)
Parent or Guardian's Full Name (First Last) (please print)	Young Person's Name (First Last) (please print)