



# Participant Agreement Release and Assumption of Risk

## **I understand that I will be receiving general aerobatic and/or combat aviation flight instruction from a qualified flight instructor.**

In consideration of the services of California Extreme Adventures LLC, d/b/a Sky Combat Ace, their agents, owners, officers, volunteers, participants, employees, pilots, and all other persons or entities in any capacity on their behalf (herein after collectively referred to as "SCA"), I hereby agree to release, indemnify and discharge SCA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estates as follows:

I understand that I will be receiving general aerobatic and/or combat aviation flight instruction from a qualified flight instructor. I understand that I will be given the opportunity to fly at various portions of the mission profile. Such training entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: aircraft failure in flight or on ground; emergency landing; breakdown in remote areas; collision with objects, terrain, or other aircraft; accidental death in flight; illness in remote area; exposure to sun, strong wind, cold, storms and lightning; slips and falls; and rapidly changing weather conditions.

Furthermore, SCA employees and pilots have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participants' fitness or physical abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks. I confirm that I am in good health and am not aware of any preexisting conditions that could medically preclude me from safely participating in this activity.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SCA from any and all claims, demands, or causes of action, which are in any way connected with my participations in this activity or my use of SCA's equipment or facilities, including any such claims which allege negligent acts or omissions of SCA.

Should SCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical conditions I may have.

In the event that I file a lawsuit against SCA, I agree to do so solely in the state of Nevada, and I further agree that the substantive law of the state shall apply in the action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.