

ROTOR ADVENTURES LLC
AVIATION RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS,
ASSUMPTION OF RISK AND DECLARATION OF FITNESS

In consideration for the renting, purchasing or leasing of Gyroplane, Experimental, or Ultralight Aircraft (hereinafter collectively called "Gyro Aircraft") from ROTOR ADVENTURES, LLC and or utilizing the facilities, ground school, instruction, premises, and equipment of ROTOR ADVENTURES LLC in engaging in Gyro Aircraft ground instruction, flight instruction and related activities, I hereby understand and agree to this Release of Liability, Waiver of Legal Rights, Assumption of Risk and Declaration of Fitness and to the terms hereof as follows:

1. I understand that this is a long and boring, yet very important legal document that can affect my legal rights and that even though it is long, boring, and for the most part written by lawyers with no sense of humor I still must and will read and understand every word of it before participating in the sport of Aviating. (Initial here _____).
2. I acknowledge that Aviating is an action sport and recreational activity involving travel in three dimensions and such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis, or fatal injury while participating in the activity of Aviating. (Initial here _____).
3. I further acknowledge that there are no warranties applicable to the purchase, rental or lease of Gyroplane by me and that all warranties, whether expressed or implied are excluded. THERE IS NO WARRANTY OF MERCHANTABILITY OR THAT THE SAID GYROPLANE IS FIT FOR ANY PURPOSE and that I am accepting the said Gyroplane as is and I hereby acknowledge that I will personally examine the said Gyro- plane prior to my using the same. (Initial here _____).
4. After personally examining the said Gyroplane I hereby agree to bring up any and all concerns about said Gyroplane to ROTOR ADVENTURES, LLC flight instructors before participating in Aviating and will ask ROTOR ADVENTURES LLC's flight instructors any and all questions I have – even the silly ones I'm sure they hear every day. (Initial here _____).
5. I hereby RELEASE AND DISCHARGE ROTOR ADVENTURES LLC, the GILLESPIE FIELD, the State of CALIFORNIA, the County of SAN DIEGO, and their officers, directors, elected officials, agents, employees, instructors, pilots and owners of equipment and the land used for aviation activities (hereinafter collectively referred to as "Released Parties") from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and/or damages arising out of my participation in Aviation activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here _____).
6. I understand and acknowledge that Aviation activities have inherent dangers that no amount of care, caution, instruction, or expertise can completely eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN AVIATION ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here _____).
7. If you think Driving activities are more dangerous than Aviation activities (Initial here _____).
8. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Aviation activities. (Initial here _____).
9. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorneys' fees, incurred in connection with any action brought as a result of my participation of Aviation activities. (Initial here _____).
10. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Aviation activities. (Initial here _____).
11. I agree that I will operate the said Gyroplane in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. (Initial here _____).
12. I hereby state that my weight, fully clothed, is 250 US pounds or less. (Initial here _____).
13. I understand that the Aviation activity for which I am preparing to participate with ROTOR ADVENTURES LLC is a FLIGHT LESSON, and NOT A SCENIC TOUR or RIDE and that active participation and attention are required. (Initial here _____).
14. I understand that any and all still images and audio and video obtained by ROTOR ADVENTURES LLC of me while participating in Aviation activities are for my personal use and can be displayed publicly where I choose, however, said still and video images will not be sold, traded or used for compensation or barter of any kind without expressed written consent of ROTOR ADVENTURES LLC. (Initial here _____).
15. I agree to allow ROTOR ADVENTURES LLC to use any still images and/or video (with or without audio) of me obtained during my flight lesson for any commercial, marketing or advertising purposes including print, broadcast, and internet uses. (Initial here _____).

____ / ____ / 20____
(MO / DAY / YEAR)

(PRINTED NAME)

(SIGNATURE)

(INITIALS)

16. I hereby declare that I am physically fit and that I do not, and have not, suffered from any of the following conditions, which I understand may lead to a dangerous situation with regard to other persons or myself during Aviation activities: **Epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, drug or alcohol addiction, recent back injury or surgery, severe joint injury, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal, or other glandular disorder, recent blood donation, known cardiac arrhythmias, or any condition that requires the regular use of drugs.** (Initial here _____).
17. I hereby declare that I have no physical or mental condition that should preclude me from participating in the activity of Aviating, that I am not participating against medical advice or treatment, and that I have not been diagnosed by a registered doctor as having a terminal illness. (Initial here _____).
18. I FURTHER DECLARE THAT IN THE EVENT THAT I FEEL ILL OR UNWELL, HAVE ANY PHYSICAL COMPLAINTS WHATSOEVER, OR IF AN INJURY IS SUSTAINED OF ANY KIND DURING THE COURSE OF AVIATION ACTIVITIES, I WILL NOTIFY THE INSTRUCTOR IMMEDIATELY. (Initial here _____).
19. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and a declaration of my fitness and also an acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Aviation activities. (Initial here _____).
20. I further represent that this Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Declaration of Fitness shall continue in full force and effect for so long as I engage in Aviation activities which are in any way connected to or with the Released Parties. (Initial here _____).
21. I further represent that I am at least 18 years of age, or that as the parent or adult legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am adult legal guardian, as the result of any injury that my minor child, the minor for whom I am adult legal guardian or I may suffer while engaging in Aviation activities. (Initial here _____).
22. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, Assumption of Risk, and Declaration of Fitness is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Aviation activities including any claims by the negligence of the Released Parties by any of the undersigned. (Initial here _____).
23. There is no smoking permitted on the Airport (Initial here _____)
24. I hereby represent that as I am reading this sentence, I am wide awake and also still desire to participate in Aviation activities with ROTOR ADVENTURES, LLC. despite all the scary stuff written above. (Initial here _____).

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, ASSUMPTION OF RISK AND
DECLARATION OF FITNESS AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN
FREE WILL AND AGREE TO BE BOUND BY IT.**

Read and signed this _____ day of _____, 20____

ADULT PARTICIPANT

PARENT OR GUARDIAN SIGNING FOR A MINOR

(Signature of Adult Participant)

(Name of Minor Child)

(Name of Adult Participant - Please Print)

(Signature of Parent or Guardian of Minor Child)

(Printed Name of Parent or Guardian of Minor)

CONTACT DETAILS

(Street Address)

(Phone Number - REQUIRED)

(City, State, and Zip Code)

(Email address - REQUIRED)

IN CASE OF AN EMERGENCY, PLEASE NOTIFY :

(Name)

(Relationship)

(Phone Number)

How did you hear about us? ☐ Trip Advisor ☐ Yelp ☐ Facebook ☐ Saw us flying ☐ Poster/Flyers ☐ Friend _____
☐ Other _____