

Sky Sailing, inc

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BRET & KAREN WILLAT, PRES/CEO

1. **VOLUNTARY PARTICIPATION.** I _____ acknowledge that I desire to participate in flying & soaring activities and have voluntarily applied to engage in such activities at Sky Sailing, Inc at Warner Springs Airport on the Warner Springs Ranch, and/or elsewhere.

2. **ASSUMPTION OF RISK: I AM AWARE THAT SUCH FLYING & SOARING ACTIVITIES MAY CONSTITUTE HAZARDOUS ACTIVITIES. THIS IS A LEGAL DOCUMENT. BY SIGNING IT I AM WAIVING IMPORTANT LEGAL RIGHTS, WHICH I MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF ANY DANGER OR RISKS INVOLVED. I HEREBY AGREE TO ACCEPT ANY & ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE:** _____, _____.

3. **RELEASE.** As consideration for being permitted by Warner Springs Ranch, Warner Springs Ranchowners Association, Warner Springs Partnership, the owners of Warner Springs Ranch (hereinafter collectively referred to as "Warner") or Sky Sailing, Inc (hereinafter collectively referred to as "SSI") and their related or affiliated entities or persons, directors, officers, employees, contractors or agents, to participate in these activities and use their facilities and property, I hereby agree that I, my assignees, heirs, distributees, executors, guardians, and legal representatives, will not make a claim against, sue or attach the property of Warner or Sky Sailing for injury, damage or any other liability of any nature (i) resulting from the negligence or acts of Warner or SSI, or their related or affiliated entities or persons or employees, contractors or agents, as a result of my participation in the flying and soaring activities or any other activities at Warner Springs Airport or (ii) arising out of the flying and soaring activities, flight operations or any other activities at the Warner Springs Airport. I hereby release Warner and SSI from all actions, claims, or demands that I, my assignees, heirs, distributees, executors, guardians, and legal representatives now have or may hereafter have for injury, damage and any other liability of any nature (i) resulting from my participation in the flying and soaring activities or any other activities at Warner Springs Airport or (ii) arising out of the flying and soaring activities, flight ops or any other activities at the Warner Springs Airport, and/or elsewhere.

4. **ACKNOWLEDGMENT OF OPERATOR.** I understand and acknowledge that the operator of the flying and soaring activities, SSI, is not related to or affiliated with Warner. I agree that I am doing business solely with Sky Sailing, Inc and not with Warner.

5. **KNOWING AND VOLUNTARY EXECUTION. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN SSI, WARNER, AND MYSELF AND SIGN IT OF MY OWN FREE WILL. BY SIGNING THIS AGREEMENT, I ALSO CERTIFY THAT I HAVE NO KNOWN PHYSICAL OR MENTAL DEFECT WHICH PREVENTS ME FROM PARTICIPATING IN OR PILOTING ANY FLYING OR SOARING ACTIVITIES. I CERTIFY THAT I AM OVER THE AGE OF 18, OR WITH SIGNATURE OF GUARDIAN.**

Executed at Warner Springs, California on ____/____/____.

Releasor: NAME PRINTED OR TYPED

SIGNATURE

DECLARATION OF WITNESS: I certify that the above Releasors acknowledged in my presence that [he/she] had read and fully understood the meaning and consequences of the foregoing release, and signed it in my presence.

"DID YOU READ AND UNDERSTAND THIS WAIVER?"

Witnessed : _____/_____/_____