



2040 Milligan Way, Medford, OR 97504 → www.rvfc.club

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate as a member of the Rogue Valley Flying Club (hereinafter referred to as "RVFC"), which may include activities such as, but not limited to, aircraft operation, flight instruction received in club aircraft, fly-outs, safety meetings, social events, other training, or any activities through or related to RVFC, I hereby release, waive, discharge, and covenant not to bring any form of action against RVFC, the RVFC Board of Directors, or any of its and/or their officers, agents, or members (hereinafter collectively referred to as Releasees) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, and/or injury, including death, that may be sustained by me or members of my family, or to any property belonging to me, while participating in such activity, regardless of whether such loss, damage and/or injury is caused by the negligence or carelessness of any or all of the Releasees, or from dangerous or defective property owned, controlled, used or maintained by them, or because of their possible liability without fault or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the activities of RVFC, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and to me and members of my family. I voluntarily assume full responsibility for any risks of loss, property damage, and/or personal injury, including death, that may be sustained by me or members of my family, or any loss or damage to property owned by me, as a result of being engaged in the activities described herein, regardless of whether such loss, damage and/or injury is caused by the negligence or carelessness of any or all of the Releasees, or from dangerous or defective property owned, controlled, used or maintained by them, or because of their possible liability without fault or otherwise, to the fullest extent allowed by law.

I certify that I am physically capable of participating in any Club activities I choose to participate in and have not been advised or have reason to know of any impairment which would inhibit my ability to participate in these activities. I certify there are no health-related reasons or problems which would preclude my participation in these activities.

I acknowledge that this Waiver and Hold Harmless Agreement will be used as a defense against liability by Releasees and any and all organizers, sponsors or other parties participating in the described activities. I further acknowledge and agree that I will follow any and all rules stated, posted or otherwise made known to me by Releasees.

I further hereby agree to indemnify and hold harmless the Releasees from any and all loss, liability, damage, and/or costs, including court costs and attorneys' fees that Releasees may incur due to my participation in said activities regardless of whether such loss, damage and/or injury is caused by the negligence or carelessness of any or all of the Releasees, or from dangerous or defective property owned, controlled, used or maintained by them, or because of their possible liability without fault or otherwise, to the fullest extent allowed by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, and my heirs, assigns and personal representative, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon and that any mediation, suit, or other proceeding must be filed or entered into only in Oregon and the federal or state courts in Oregon. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

This waiver shall be construed broadly, so as to provide a release and waiver to the maximum extent permitted by law.

In signing this agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily; that no oral or written representations, statements, or inducements contrary to the express terms of this Agreement have been made; I am at least eighteen years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by its terms.

PARTICIPANT NAME: _____ DATE: _____

PARTICIPANT SIGNATURE: _____

PARENTAL ACKNOWLEDGEMENT FOR MINORS

I _____ (*print parent name*) hereby consent to my minor child, _____ (*print minor's name*), participating as a member of the Rogue Valley Flying Club. In consideration of his/her participation, I agree to be bound by the terms of this Waiver of Liability and Hold Harmless Agreement on behalf of myself and my above named minor child.

PARENT SIGNATURE: _____ DATE: _____