

Participation Agreement

Release of Liability, Waiver of Claims, Assumption of Risk and Loss Payment

Company: APEX Alaska Aviation Experience

Participant Name:

Date:

Activity: Flying, flight training and all related activities

Company includes everyone who is acting on behalf of the Company such as their agents, contractors, owners, employees and insurers.

PARTICIPANT'S STATEMENTS ABOUT RISKS:

I know that the Activity is risky and that by participating in the Activity I may be injured physically or emotionally. I could die. I might injure someone else. My property or someone else's property may be damaged. But I voluntarily choose to participate in the Activity because these risks make the Activity more fun and exciting and cannot be eliminated without taking away the enjoyment of the Activity. I know that the inherent risks related to the Activity include harm to my body, my mind, and my property caused by any of the following before, during and after the Activity: the negligence of others; my own negligence; the things I put on and in my body; the equipment, machinery, and vehicles related to the Activity; the perils of nature and wildlife; inclement weather; unfamiliar surroundings; human error; remoteness from care; rule-breaking; improper advice or instructions; and all other risks related to the Activity. I acknowledge that it is impossible to list all risks related to the Activity. If I'm concerned about any specific risk, then I must about it. I acknowledge that there are unknown risks related to the Activity.

I know that when I participate in the Activity that I need to take care of my own safety. This means I need to inspect the equipment and facilities related to the Activity. I need to carefully read and follow any safety instructions and warnings. I need to withdraw from the Activity if I'm not comfortable with it. I also know that everyone who volunteers or works for the Company have a tough job to do and are not perfect. They might give inadequate warnings or instruction. They might not know about my or other's physical limitations. I know that the equipment used in the Activity might fail or be poorly maintained. I know that safety gear might prevent or lessen injuries but does not guarantee that an injury will not occur. If I use drugs or alcohol during the Activity, I do so at my own peril. I know that the Company does not condone drug use nor alcohol use during the Activity.

I AM ULTIMATELY RESPONSIBLE for my participation in the Activity and the use of all related tangibles and intangibles related to the Activity.

EXPRESS ASSUMPTION, WAIVER AND RELEASE (INCLUDING NEGLIGENCE CLAIMS):

I hereby voluntarily accept and assume all the risks related to the Activity. I hereby voluntarily release the Company from all claims, demands or causes of action related to my participation in the Activity, including claims that allege negligent acts or omissions on the part of the Company and claims related to intellectual property rights. I also agree to pay for all the Company's attorneys' fees and costs to enforce this agreement. With this release I know that I will have to pay for all my financial losses related to the Activity and use of the Company's property even if the Company is at fault.

CERTIFICATION OF MEDICAL CONDITIONS & INSURANCE:

I hereby certify that I possess the ability to participate in the Activity; that I do not have any medical, mental or physical condition(s) that would get in the way of my safety or ability to participate in the Activity. If I have such condition(s) I hereby assume the risks and costs that the condition(s) creates. I hereby certify that I have adequate insurance to cover the costs of injuries, damages or emergency transportation costs related to the Activity or that I can bear those costs myself.

GRANT OF PERMISSION FOR FIRST AID:

I hereby grant permission to the Company to administer emergency first aid, CPR or AED and to transport me or secure emergency transport or medical care if the Company decides it is necessary to do so. The Company may also release any medical information they have about me in such an event. I hereby voluntarily release the Company from all claims, demands or related causes of action.

GRANT OF PERMISSION AND ASSIGNMENT OF RECORDING:

I hereby grant permission to the Company to take any type of recording of me such as photos, video or audio while participating in the Activity and to use the recording however it wants in all media throughout the world in perpetuity without paying me. I hereby assign all my interests in such media to the Company.

MISCELLANEOUS:

If I file a lawsuit against the Company I will file it only in the state of Alaska. I hereby waive my right to bring a lawsuit in any other jurisdiction. Alaska law controls this agreement. This agreement contains the entire agreement among the parties. This document is to be construed broadly. If any part of it is found to be unenforceable, the remaining parts are to be enforced. This document applies to every time I participate in the Activity with the Company and that I am responsible to cancel it if circumstances change.

STATEMENTS ABOUT MY SIGNATURE:

I am signing this document on behalf of myself, parents, heirs, assigns, personal representatives and estate so that I can participate in the Activity. I know that by signing this document that a court of law may find that I have waived my rights as specified in this document. I am signing it of my own free will. I am not under the influence of anything that would impair my ability to sign this document. If I am a parent signing this document, I have authority to bind and legally act on behalf of the minor child and hereby make all of the statements, assumptions, waivers, releases, certifications, grants and other agreements in this document on behalf of the participant.

I HAD ENOUGH TIME TO READ THIS DOCUMENT. I UNDERSTAND THIS DOCUMENT. I AGREE TO BE BOUND BY THE TERMS OF THIS DOCUMENT.

Participant Signature:

Participant Name:

Address:

Phone Number:

Date of Birth:

Email:

If participant is a minor, then a parent's signature is required:

Parent Signature:

Parent Name: