

# YOUNG EAGLES PROGRAM

## AGREEMENT TO WAVE LIABILITY, ASSUME RISK, AND INDEMNIFY; RELEASE FOR USE OF PHOTOS AND IMAGES

The young person listed below (The "Participant") wants to take part in the Experimental Aircraft Association, Inc. ("EAA") Young Eagles program, including riding in an airplane. The Young Eagles program is conducted by volunteer EAA member pilots who are licensed by the Federal Aviation Administration ("FAA"). These volunteer pilots fly a wide variety of aircraft that are also licensed by the FAA. I represent and warrant that I am the Participant's parent or legal guardian and that I have the authority to enter into this agreement on behalf of the Participant. In exchange for being allowed to take part in the Young Eagles program, the Participant and I agree as follows:

### ASSUMPTION OF RISK

The Participant and I understand that flying in an airplane and being around airplanes involves risks. Serious injury or death can result from many causes, including without limitation airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather and terrain conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. If the Participant is old enough to understand these risks, I have explained them to him or her.

**The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the Young Eagles program including riding an airplane.**

### AGREEMENT TO WAIVE LIABILITY AND NOT SUE

**The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge: (a) Experimental Aircraft Association, Inc.; (b) EAA Aviation Foundation, Inc. ("Foundation"); and (c) the officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes used in the Young Eagles program) of each of those categories (collectively the "Releasees") from, and agree to not sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from the Participant's participation in the Young Eagles program.** This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

### INDEMNIFICATION

**The Participant and I agree to indemnify and hold the releasees harmless** from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the Young Eagles program. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

### PHOTO AND IMAGE RELEASE

The Participant and I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of the Participant taken at or derived from his or her participation in the Young Eagles program (the "Images") in whole or in part, with or without alteration or modification, in any and/or manner and in any and/or all media, in connection with EAA's or the Foundation's activities, programs, publications and publicity.

### LEGAL ADVICE

I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. **I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.**

### **Before Signing, Carefully Read This Entire Agreement**

**Note from EAA: If an accident were to occur, you and the Participant (by signing this Agreement) would be giving up legal rights and incurring legal liabilities.** If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Please Print Young Person's Name

\_\_\_\_\_  
Please Print Young Person's Name

\_\_\_\_\_  
Date