

VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY

JAARS, INC. P.O. Box 248, Waxhaw, NC 28173

All participants must read and sign this waiver.

If you are under 18, a parent or legal guardian must also sign this waiver.

Official Use Only

PAX # _____

Flight # _____

Date: _____

PASSENGER
WEIGHT

For aircraft weight

PARTICIPANT NAME

(Families may list all
participating children
under 18yrs)

BIRTHDATE

(mo/day/year)

PAX

official only

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PARENT/GUARDIAN NAME: _____ PHONE: _____

(Required for all underage names above)

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

(Add if it is different from above)

THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY is executed on _____ 20____, by the
participant identified above, and his/her parents/guardians as named above. Month Date Year

I/We, the undersigned, have been made aware and understand that **to volunteer, serve as a guest helper, and/or participate in any part of JAARS, Inc. activities/programs** (including but not limited to airplane/helicopter rides, off-roading, water/boat activities, off-site as well as on-site, etc.), **carries with it certain dangers, hazards and risks associated with such activities**. We understand that these risks include the potential for serious bodily injury or death. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of JAARS, Inc., accidents caused by a variety of human factors, medical conditions of the participant and/or JAARS personnel, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind.

I/We, the undersigned, agree to assume any and all risks of participation in any part of the JAARS programs (including but not limited to airplane/helicopter rides, etc.), and freely and voluntarily choose to participate in these activities with full knowledge of these risks.

THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, I/we, the undersigned, hereby agree to the following on behalf of myself and any named minors on this document:

1. **Waiver of Claims**: To waive, release and discharge any and all claims of any kind whatsoever that I/we may have against JAARS, Inc. and its shareholders, officers, directors, employees, agents, and representatives (all of whom shall hereafter be referred to as the "Releasees"), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in **any part of JAARS programs** (including but not limited to airplane/helicopter rides, etc.).
2. **Hold Harmless**. To exempt, absolve, hold harmless and indemnify the Releasees of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or

loss while participating in any part of JAARS programs (including but not limited to airplane/helicopter rides, etc.), even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees, or from any other cause.

3. Covenant Not To Sue. To covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasees arising out of my participation in any part of JAARS programs (including but not limited to airplane/helicopter rides, etc.). As parents/guardians of any minor named above I/we hereby expressly agree to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, including attorneys' fees, which may incur as a result of any lawsuit, claim or demand made by said minor against Releasees
4. Scope. That this Release shall be effective and fully binding upon my heirs, next of kin, executors, administrators, and assigns in the event of death.
5. Severability. If a court of competent jurisdiction should decide that any part of this Release is illegal, or unenforceable, or void as a matter of public policy or otherwise, such a determination shall not affect the validity, or enforceability of the remaining provisions. Specifically, to the extent that it may be determined by a court of competent jurisdiction that a complete release of any legal right referenced herein is illegal, unenforceable or, then I hereby consent to a limitation of liability for any injury, death, damage or loss to no more than \$500,000.00, which damages must be specifically alleged and proved in a court of competent jurisdiction.
6. Choice of Law. This Release shall be governed by and construed under the laws of North Carolina. I/we agree that any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my participation in any party of JAARS, Inc. programs (including airplane or helicopter rides, etc.), shall be brought only in the District or Superior Court of Mecklenburg County, North Carolina or the Federal District Court in the Western District of North Carolina.
7. Photo/Video Release. I/we consent to any recording of myself/son/daughter/ward on videotape, film, audio tape, paper, digital medium or otherwise, by JAARS staff, volunteers, or employees. I authorize the use of such recordings for any proper and legitimate promotional purposes by JAARS and/or its partner organizations. I further agree that JAARS may use my/my child's name, likeness and biography for the purpose of promoting the JAARS and JAARS programs. ***If you wish your photo to not be taken or used, please make this desire known to the photographer/videographer.***

I/We have been given ample time to read this Release, and each of the undersigned fully accepts its contents and conditions and agrees to them by signing this Release voluntarily. We are aware that by signing this Release that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against the Releasees.

PARTICIPANT

Signature

Date

Printed Name

PARENT/GUARDIAN

Required for participants
under 18 years of age

Signature

Date

Printed Name