

VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY

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

All adult participants must read and sign this waiver.
If you are under 18, a parent or legal guardian must also sign this waiver.

ACTIVITY/PROGRAM: JAARS Day 2026 ("Activity")

PARICIPANT NAMES

(Families may list all participating children under 18 yrs)

BIRTHDATE	WEIGHT
<i>(mo/day/year)</i>	<i>(required)</i>

<u>Official Use Only</u>		
Ride #		
4WD	PLANE	HELI
Pax #		

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 October 24, 2026 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 **participating in any part of the JAARS Activity** (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 inherent dangers, hazards and risks**, including 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. Where the Activity includes overseas travel, these dangers, hazards, and risks include, but are not limited to, accident, disease, war, violence, and political unrest.

I/We, the undersigned, agree to assume any and all risks of participation in any part of the JAARS Activity (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 forever discharge any and all claims and liability 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 "Releases"), including but not limited to any claim for damages, relief or compensation by reason of injury, death, property damage or loss of any kind arising out of my participation in **any part of the JAARS Activity** (including but not limited to airplane/helicopter rides, etc.).

2. **Hold Harmless.** To defend, indemnify, and hold harmless the Releasees of and from any and all current or future claims, losses, and liability of any kind including, without limitation, all costs and attorneys' fees, which arise from or in any way relate to Participant's taking part in any part of the Activity, even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees. If the Participant is a minor, the undersigned parent(s)/guardian(s) agrees to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, including attorneys' fees, which Releasees may incur as a result of any lawsuit, claim or demand made by said minor against Releasees for any of the Activity contemplated herein, including but not limited to any such lawsuit, claim or demand asserted against Releasees after said minor reaches the age of majority.
3. **Covenant Not To Sue.** To covenant not to sue and agree to never initiate or willingly be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation by reason of injury, death, damage or loss of any kind whatsoever arising out of my participation in any part of the JAARS Activity, regardless of cause or even if due to negligence on the part of the Releasees.
4. **Scope.** That this Release shall be effective and fully binding upon the undersigned's 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 the Activity, 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 contact me with information and may use my/my child's name, likeness and biography for the purpose of promoting 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.

ADULT PARTICIPANT #1

Signature

Printed Name

Date

ADULT PARTICIPANT #2

Signature

Printed Name

Date

PARENT/GUARDIAN

Required for participants
under 18 years of age

Signature

Printed Name

Date