

# **SOUTHCOAST SIMULATION, INC.**

## **“PILOT FOR A DAY” EXPERIENCE**

### **RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND ACKNOWLEDGMENT OF NON-TRAINING ACTIVITY (FLORIDA)**

**PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

This Release of Liability, Assumption of Risk, Covenant Not to Sue, and Acknowledgment of Non-Training Activity (“Agreement”) is made by each undersigned participant (“Participant,” “I,” “me,” “my”) in favor of Southcoast Simulation, Inc., its owners, officers, directors, employees, contractors, agents, affiliates, successors, and assigns, and the owners/lessors of any premises and equipment used (collectively, the “Released Parties”).

**Activity:** “Pilot for a Day” entertainment and demonstration experience involving the use of flight simulation equipment and related facilities, which may include cockpit familiarization, simulator sessions, visual/motion cues, operator assistance, and facility access (the “Activity”).

**Location:** Southcoast Simulation facilities and any related premises in/near Miami-Dade County, Florida.

**Date of Activity:** \_\_\_\_\_

#### **1) ACKNOWLEDGMENT: THIS IS NOT PILOT TRAINING AND IS NOT OFFERED AS FAA TRAINING**

I understand and agree that the Activity is provided solely as an entertainment/experiential event and is not being offered or represented as “flight training” or “ground training” for purposes of FAA certification, currency, ratings, endorsements, or any aeronautical experience requirements.

Without limiting the foregoing, I understand and agree that:

- No FAA training record will be created by Southcoast, and no logbook endorsement, certificate, rating, or sign-off will be issued.
- Southcoast makes no representation that any portion of the Activity may be logged or credited toward any FAA requirement.
- Any guidance I receive is for experience flow, entertainment, and operational safety of the simulator session and facility, and not for FAA training purposes.
- I agree I will not represent the Activity to any third party (including the FAA) as having been provided as FAA flight training or ground training by Southcoast.

I further understand that FAA rules for flight simulation training devices used to satisfy training/evaluation requirements are addressed in FAA regulations (including Part 60) and that this Activity is not offered as an FAA-approved program for meeting such requirements.

#### **2) ASSUMPTION OF RISK**

I understand the Activity involves inherent and other risks that may result in property damage, serious injury, illness, permanent disability, or death. These risks include, without limitation:

- slips, trips, and falls in the facility; contact with fixed objects; uneven flooring; stairs; cables and equipment;
- simulator motion effects (if applicable), vibration, abrupt movements, seat/controls movement, and associated impacts;
- nausea, dizziness, vertigo, disorientation, “simulator sickness,” headaches, eyestrain, fatigue, anxiety, panic, or other physical reactions;
- equipment malfunction, electrical issues, fire hazards, cuts, pinches, or entanglement;
- actions of other participants and third parties;
- negligent acts or omissions of the Released Parties or others.

**I voluntarily and knowingly assume all such risks, whether known or unknown, foreseeable or unforeseeable, and regardless of whether arising from the ordinary negligence of any Released Party or otherwise (except as prohibited by law).**

### **3) RELEASE OF LIABILITY (INCLUDING ORDINARY NEGLIGENCE)**

To the fullest extent permitted by Florida law, I release and forever discharge the Released Parties from any and all claims, demands, actions, causes of action, damages, costs, expenses, and liabilities of any kind, whether in law or equity, arising out of or relating to my participation in the Activity, including but not limited to claims for personal injury, illness, death, property loss or damage, and any related losses.

#### **THIS RELEASE INCLUDES CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF ANY RELEASED PARTY.**

This release does not apply to conduct that cannot legally be released under Florida law (for example, certain claims involving gross negligence or intentional misconduct, to the extent non-waivable).

### **4) COVENANT NOT TO SUE**

I agree that I will not sue, and will not initiate or assist in any claim or lawsuit against, any Released Party for any claim released by this Agreement. If I breach this covenant, I agree I will be responsible for the Released Party's costs and expenses (including reasonable attorneys' fees) to the extent permitted by law.

### **5) INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by Florida law, I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, penalties, fines, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- my participation in the Activity;
- my acts or omissions (including violation of rules or instructions);
- any claim brought by or on behalf of my guests, family members, heirs, or anyone claiming through me; and
- any damage I cause to persons, the facility, or equipment.

### **6) MEDICAL, FITNESS, AND SAFETY ACKNOWLEDGMENTS**

I represent that I am physically and mentally able to participate. I understand I should not participate if I have conditions that may be aggravated by simulator/motion/visual effects (including seizure disorders, severe motion sickness, certain heart/neurological conditions, recent surgery, or pregnancy), or if I am under the influence of alcohol, cannabis, or any impairing drug.

I agree to follow all safety instructions and rules, including any request to stop the session. I understand the Released Parties may deny or terminate participation for safety, security, or rule violations.

### **7) PERSONAL PROPERTY**

I am responsible for my personal property. The Released Parties are not responsible for loss, theft, or damage to my belongings.

### **8) PHOTO/VIDEO RELEASE (OPTIONAL)**

Initial one: \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES: I grant the Released Parties permission to photograph and/or record me during the Activity and to use my likeness, name, voice, and/or image for lawful business purposes (marketing, social media, internal training, archival) without compensation.

### **9) GOVERNING LAW, VENUE, AND ATTORNEYS' FEES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict-of-law principles. Exclusive venue for any dispute not barred by this Agreement shall be in the state courts located in Miami-Dade County, Florida, or if federal jurisdiction exists, the United States District Court for the Southern District of Florida.

To the fullest extent permitted by law, the prevailing party in any action relating to this Agreement shall be entitled to recover reasonable attorneys' fees and costs.

**10) SEVERABILITY; ENTIRE AGREEMENT; NO ORAL MODIFICATIONS**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force to the maximum extent permitted by law.

This Agreement constitutes the entire agreement regarding the Activity and supersedes all prior or contemporaneous understandings. No modification is valid unless in writing and signed by an authorized representative of Southcoast.

**11) ACKNOWLEDGMENT OF UNDERSTANDING; VOLUNTARY SIGNATURE**

I acknowledge that I have carefully read this Agreement, understand it, and sign it voluntarily. I understand I am giving up substantial legal rights, including the right to sue the Released Parties for their ordinary negligence.

**PARTICIPANT SIGNATURES (UP TO 8)**

Instructions: Each participant must complete one row. Add additional sheets if needed; all pages are part of this Agreement.

#	Printed Full Name	Email	Mobile	Emergency Contact (Name/Phone)	Signature	Date
1						
2						
3						
4						
5						
6						
7						
8						

**MINOR PARTICIPANTS (IF APPLICABLE)**

Participants under 18 years of age must have a parent/legal guardian sign below. The undersigned parent/legal guardian agrees to all terms above, releases the Released Parties, and assumes all risks on behalf of the minor(s) and themselves.

Minor #	Minor Printed Full Name	Date of Birth
1		
2		
3		
4		
5		
6		
7		
8		

Parent/Guardian Printed Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Mobile: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_