



# IFFR FLY-INS & FLY-ABOUTS

## WAIVER (Appendix III)

### Acknowledgement and Assumption of Risk Waiver and Release of Liability

READ CAREFULLY

BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY, YOU ARE LIMITING ANY RIGHTS YOU MIGHT HAVE TO SUE ROTARY INTERNATIONAL AND THE INTERNATIONAL FELLOWSHIP OF FLYING ROTARIANS AS WELL AS OTHERS RELATED TO THE FLY-OUT AND RELATED ACTIVITIES.

*The flying related activities that have been organized by members of the International Fellowship of Flying Rotarians ("IFFR"). It may include events that may involve risk or danger and could result in serious injury or death whether due to pilot error, equipment failures, weather or other facts or occurrences irrespective of a Participant's skill level.*

BY SIGNING BELOW, I, INDIVIDUALLY AND/OR ON BEHALF OF THE PARTICIPANT LISTED BELOW ("PARTICIPANT"), UNDERSTAND AND ACKNOWLEDGE THAT THE FLYING RELATED ACTIVITIES HAVE INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION OR EXPERTISE CAN ELIMINATE. IN ADDITION, I UNDERSTAND AND ACKNOWLEDGE THAT WITHOUT THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I, OR THE PARTICIPANT, WOULD NOT BE PERMITTED TO PARTICIPATE IN THE FLY OUT AND RELATED ACTIVITIES. I, INDIVIDUALLY AND/OR ON BEHALF OF THE PARTICIPANT, EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH, WHETHER FORESEEABLE OR NOT, THAT I, AND/OR PARTICIPANT, MAY SUSTAIN BY PARTICIPATING OR ENGAGING IN ANY ACTIVITY RELATED TO THE FLY OUT. FURTHER, I, INDIVIDUALLY AND/OR ON BEHALF OF THE PARTICIPANT, HEREBY WAIVE AND RELEASE ALL RIGHTS TO CLAIM ANY DAMAGES FROM THE "RELEASEES" (DESCRIBED BELOW) FOR ANY REASON AS A RESULT OF MY AND/OR PARTICIPANT'S PARTICIPATION IN THE FLY-OUT AND ITS RELATED ACTIVITIES.

I, individually, and/or on behalf of the Participant, hereby voluntarily release and discharge Rotary International, IFFR, the organizers of the event and those individuals providing advice, information, assistance or services together with their respective affiliates, officers, directors, members, owners, agents, employees or representatives, and additionally if I and/or the Participant am/is a passenger the pilot of the aircraft concerned (collectively, the "Releasees") from, and hereby waive, any and all liabilities, claims, demands, or causes of action, present or future, known or unknown, that I and/or Participant and my and/or Participant's heirs may have at any time for injuries, damages or death suffered as a result of Participant's participation in the event and its related activities (collectively, "Claims"). Such release, discharge and waiver of Claims includes, but is not limited to those Claims arising from or related to: 1) the use of equipment or facilities; 2) any patent, latent or hidden defects or conditions in equipment or facilities; 3) any improper or inadequate information provided or that is claimed to be information that should have been provided; 4) all medical treatment rendered, or failed to be rendered; 5) any equipment breakage or malfunction; and 6) any negligence, whether passive or active, on the part of the Releasees.

Accordingly, under no circumstances will Participant or any of Participant's heirs, relatives, guardians, legal representatives or assigns, present or future, be entitled to assert any Claim or initiate or prosecute any litigation whether for personal injury, property damage or wrongful death against the Releasees based upon any acts or omissions by any of the Releasees, all of which are hereby waived, released and discharged. This RELEASE shall be construed and enforced in accordance with the laws of the State or Province in which the event is taking place. Any action at law, suit in equity, or other jurisdictional

Please Initial This  
Page in the space below

proceeding arising out of or in connection with this Agreement or Participant's participation in the event shall be instituted only in the State or Province in which the event is taking place. If any provision herein is declared invalid by any tribunal, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In all events, the remaining provisions herein shall remain in effect.

**I AM AWARE THAT THIS RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING, WAIVING AND DISCHARGING LEGAL RIGHTS BY SIGNING BELOW.**

**Print Participant's Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_,  
*(please make sure you have initialed the box on page 1)*

**IF UNDER THE AGE OF 18 THE AFFIDAVIT OF PARENT/LEGAL GUARDIAN BELOW MUST BE COMPLETED.**

**AFFIDAVIT OF PARENT / LEGAL GUARDIAN**

I, the undersigned, declare that I am the parent or the legal guardian of

\_\_\_\_\_

a minor ("Participant"), and I have the capacity to execute binding legal documents on behalf of the Participant. I understand that as a condition of Participant's participation in the event, the parent or legal guardian of a minor Participant must sign certain legal documents, including but not limited to the Acknowledgement and Assumption of Risk - Waiver and Release of **Liability** on the reverse side of this Affidavit. I am signing both of these documents, freely, without any fraud or duress, in order that Participant may participate in the event. I hereby acknowledge that I have read and understood each of these documents. In the event that it is determined that I am not the parent or legal guardian of the minor or did not have the legal authority and capacity to execute the documents on behalf of the minor Participant, then I agree to defend, hold harmless and indemnify Rotary International, International Fellowship of Flying Rotarians, the organizers of the event and those individuals providing advice, information, assistance or services together with their respective affiliates, officers, directors, members, owners, agents, employee or representatives if any claim is asserted or litigation instituted against the foregoing persons or entities for any reason (including without limitation, as a result of any injury or death or damage to property) arising out of, relating to, or in any way connected with, Participant's participation in the event or related activities.

**Print Name of Parent /Guardian** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_

**Date** \_\_\_\_\_