

**LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK**  
**THIS IS A RELEASE OF YOUR RIGHTS TO SUE**

This release may be used against you in a court of law.

I, \_\_\_\_\_, on behalf of myself and/or on behalf of any minor family members, hereby affirm that I am aware that flying and related activities (hereinafter "Activity") may be constituted as hazardous. I understand and agree that Coastal Helicopters, LLC and/or OBX Biplanes LLC, both managed by Lawrence Ilhe, shall not be held liable or responsible in any way for injury, death, or other damages to me, my family or my property, heirs, or assigns that may occur as a result of my participation in flying Activity, or as a result of the negligence of any party, whether active or passive. Such risks may include, but are not limited to: injury or death due to collision with other aircraft or obstacles on the ground or in the air; an aircraft accident; immersion in water or hypothermia; falling while on the ground or while aboard aircraft; incidents involving aircraft or other hazards while waiting for, boarding, or exiting the aircraft; incidents involving aircraft or other hazards while walking or moving in the airport area; fire, flame, or smoke; temperature extremes or inclement weather; altitude; delay of prompted medical attention; mental stress or stress-related illness; and loss or damage to or destruction of personal property. I understand that the aircraft cannot be guaranteed to function perfectly and may be subject to mechanical malfunctions as well as operator error. I understand that there is not now, nor will there ever be, a perfect aircraft or a perfect pilot. I have and do assume all of the aforementioned risks, including risks of equipment malfunction and/or failure to function, including those which may result from some defect in design, assembly and/or manufacture as well as those risks arising from improper and/or negligent operation and/or use of the equipment.

\_\_\_\_\_ In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with said Activity, for any harm, injury, or damage that may befall me or my property while so engaged, including all risks connected therewith, whether foreseen or unforeseen. Furthermore, in consideration of being allowed to participate in this Activity, I hereby agree that I, my personal representatives, assignees, heirs, executors, guardians, legal representatives, and next of kin will not make a claim against, sue, or attach property of:

(i) OBX Biplanes, LLC or Coastal Helicopters, LLC or their respective owners, managers, operators, employees, representatives, assignees, executors, heirs, or next of kin; or (ii) Owners, suppliers, maintainers, and operators of the aircraft and its components, or their respective representatives, assignees, executors, heirs, or next of kin; or (iii) Owners, lessees and operators of any airport or property from and/or to which such Activity is conducted.

\_\_\_\_\_ I further save and hold harmless Coastal Helicopters, LLC and/or OBX Biplanes, LLC from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this Activity, including both claims arising during the Activity and/or before or afterwards. I further state that I am of lawful age and am legally competent to sign this liability release. I understand that the terms and conditions of this release are contractual and not a mere recital, and that I have signed this document of my own free act.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS. BY SIGNING THIS LEGAL DOCUMENT I AM WAIVING IMPORTANT LEGAL RIGHTS WHICH I MIGHT OTHERWISE BE ENTITLED TO UNDER THE LAW. I HAVE FULL KNOWLEDGE OF THE DANGERS AND RISKS INVOLVED IN PARTICIPATION OF THIS ACTIVITY.

Signature of Adult participant or Parent or Guardian of underage participant.

\_\_\_\_\_ Date \_\_\_\_\_