

WAIVER OF LIABILITY AGREEMENT

IMPORTANT: READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

I, _____ (PRINT NAME) desire to take a Waco Biplane, Cessna 172 or Cessna 206 ride with Barrier Island Aviation, LTD. I understand and acknowledge that my Waco Biplane, Cessna 172 or Cessna 206 ride is purely voluntary and I have made the decision to fly of my own free will. I further understand and acknowledge that, if not for my voluntary execution of this agreement, Barrier Island Aviation, LTD. would not provide me with any Waco or Cessna ride. In the event of providing me with a ride, I agree to the following:

1. REPRESENTATIONS, WARRANTIES, AND ASSUMPTION OF RISK: I freely and voluntarily choose to assume all the risks inherent in aircraft flight, including but not limited to the following: risks caused by conduct/negligence of others, equipment and/or aircraft malfunction, and improper/negligent operation of aircraft.

2. EXEMPTION AND RELEASE FROM LIABILITY: I, my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives or anyone able to bring claims on my behalf, hereby EXEMPT, RELEASE, ACQUIT, FOREVER DISCHARGE AND HOLD HARMLESS Barrier Island Aviation, Ltd. or any employees of Barrier Island Aviation, Ltd., whether acting under company authority or individually, from all liability, claims, demands, and causes of action of any nature whatsoever, whether in contract, tort or under any other legal theory arising out of my participation in a Waco Biplane or Cessna ride.

3. COVENANT NOT TO SUE: I, my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives or anyone able to bring claims on my behalf, agree never to institute or bring forth a lawsuit of any nature, any action at law, or any legal theory or complaint against Barrier Island Aviation, Ltd. or any of the employees. I, my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives or anyone able to bring claims on my behalf shall not initiate or assist the prosecution of any claim for damages or any cause of action which hereafter may arise by reason of death or injury to my person or damage to my property arising out of my participation in a Waco Biplane or Cessna ride. Should any lawsuit or action of law be instituted in violation of this agreement, I, my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives and anyone able to bring claims on my behalf agree that Barrier Island Aviation, Ltd. and their employees, shall be entitled to recover, in addition to any other damages which may be incurred, all attorney's fees and costs incurred in the defense of such actions, including, but not limited to, appellate proceedings.

4. INDEMNITY AGAINST CLAIMS: I, my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives and anyone able to bring claims on my behalf, agree to INDEMNIFY, DEFEND, SAVE, and HOLD HARMLESS Barrier Island Aviation, Ltd. and their employees with regards to any and all losses, claims, actions, and proceedings of any nature whatsoever which may be presented or initiated by any person or entity, arising directly or indirectly out of my participation in any Waco Biplane or Cessna rides.

5. WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/JURISDICTION: I agree that the judicial system of the State of North Carolina shall apply to all issues arising out of this Agreement, including but not limited to the following: construction, interpretation, and validity of this Agreement. I also agree that the North Carolina judicial system shall govern any dispute between me (including my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives and anyone able to bring claims on my behalf) and Barrier Island Aviation, Ltd. or their employees and/or assignors arising out of my participation in a Waco Biplane or Cessna ride. In the event of any litigation, it shall be brought in the Dare County, North Carolina judicial system. By signing this Agreement, I, my heirs, next of kin, assignors, executors, administrators, guardians, legal representatives and anyone able to bring claims on my behalf, submit to the jurisdiction of the Dare County, North Carolina judicial system.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW SET FORTH BY THE STATE OF NORTH CAROLINA, AND THAT IF ANY PORTION WITHIN IS JUDICIALLY DETERMINED TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS AGREEMENT, UNDERSTAND AND AGREE TO ALL ITS' TERMS AND PROVISIONS. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS OUTSIDE OF THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE TO ME.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM RELEASING **BARRIER ISLAND AVIATION, LTD. AND ALL THEIR EMPLOYEES** FROM ANY AND ALL LIABILITY THAT MAY ARISE FROM INJURY OR DEATH ARISING FROM INJURIES SUSTAINED AS A PASSENGER IN A WACO BIPLANE OR CESSNA AIRCRAFT RIDE.

I UNDERSTAND AND AGREE TO ALLOW BARRIER ISLAND AVIATION, LTD. TO CONFIRM AND RECORD MY WEIGHT.

PRINT NAME (FIRST) _____ (LAST) _____ AGE _____

SIGNATURE _____ **DATE** _____

EMERGENCY CONTACT & PHONE NUMBER _____

MINOR (PRINT NAME) _____ AGE _____

I/WE (Print Name) _____, Parent/Guardian of the above-said minor (1) do hereby consent to him/her participating in a air tour ride with Barrier Island Aviation, Ltd; (2) agree to and adopt as our own the conditions of the above agreement, and (3) agree to reimburse Barrier Island Aviation, Ltd. for any damage incurred by it for which the above said minor would be liable were he/she over 18 years of age.

SIGNATURE (Parent/Guardian) _____ DATE _____

OFFICE USE ONLY: WEIGHT OF PASSENGER _____