

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I, the undersigned party, agree as follows:

1. **Customer's Intent.** I wish to hire the following company, as the operator, to provide me, as the passenger, with a demonstration flight:

SunCountry Aircraft Sales LLC dba Innovation Aircraft Sales [INITIAL] _____; or

Arizona Backcountry Aviation LLC [INITIAL] _____ (the "Operator").

I understand and agree that the aircraft in which I will fly is owned by:

SunCountry Aircraft Sales LLC dba Innovation Aircraft Sales [INITIAL] _____; or

Arizona Backcountry Aviation LLC [INITIAL] _____ (the "Owner").

I understand and agree that the aircraft was manufactured by CubCrafters, Inc. (the "Manufacturer").

The Operator, the Owner, and the Manufacturer may be referred to collectively as the "Aircraft Sales Companies", which definition includes the Aircraft Sales Companies' owners, members, officers, agents, servants, employees, or shareholders, or any party who repaired or maintained the aircraft referred to herein.

2. **Definition of "I".** In this agreement, any reference I make to myself includes, without limitation, all of my heirs, family members, personal representatives, insurers, agents, assigns, or any other entity, individual, or party who could attempt to enforce any rights on my behalf in relation to my participation in the demonstration flight.
3. **Customer Requirements.** I am taking part in this demonstration flight based on the understanding that the aircraft I fly in either has a U.S. standard airworthiness certificate or a U.S. special airworthiness certificate in the light-sport or experimental category for aircraft. I also understand that the aircraft will be operated by an individual who represents the Operator and who holds at least a private or sport private license issued by the Federal Aviation Administration (the "FAA").
4. **Customer Representations.** I hold a current license issued by the FAA of at least a private or sport private license and am licensed and qualified to fly the aircraft during the demonstration flight. [INITIAL] _____; or

I do **not** hold a current license issued by the FAA of at least a private or sport private license and am **not** licensed and qualified to fly the aircraft during the demonstration flight unless I am flying with a certified flight instructor. [INITIAL] _____

5. **Assumption of Risk.** I understand that flying in aircraft and being in, near, or around aircraft involves risk. These risks involve serious injury or death which can result from, among other things: a) aircraft crashes, b) aircraft falling while in flight, c) pilot error, d) ground crew error, e) engine or mechanical failure, f) negligent maintenance, g) defects in runway construction and maintenance, h) interference from wildlife and other objects, i) difficult search and rescue conditions, j) inadequate emergency response, k) weather or terrain conditions, l) contaminated fuel, m) hard or forced landings, and n) health conditions and emergencies. Injuries can be minor, such as bruises, scratches, and sprains. Injuries can also be major, including eye injuries, broken bones, and concussions. Some injuries can be catastrophic, resulting in

paralysis, severe burns, permanent brain injury, or death. Knowing all these risks to be real, I assume all risks and full responsibility for any injury or death arising from my voluntary participation in this demonstration flight. [INITIAL] _____

6. **Agreement to Waive Liability.** In consideration of the Aircraft Sales Companies allowing me to participate in the demonstration flight referenced in this agreement, I voluntarily release, discharge, waive, and relinquish (collectively, to “Waive and Release”) any and all claims, actions, or causes of action (whether they are known or unknown) for personal injury, property damage or wrongful death (collectively, “Liability”) occurring to myself arising as a result of participating in the demonstration flight referenced in this agreement and which occurs because of the Aircraft Sales Companies’ negligence. I also Waive and Release the Aircraft Sales Companies from any Liability that arises from any activities that are incidental to the demonstration flight. [INITIAL] _____
7. **Agreement Not to Sue.** I agree not to prosecute, or present any claim for personal injury, property damage or wrongful death against the Aircraft Sales Companies that arises from the Aircraft Sales Companies’ negligence. [INITIAL] _____
8. **Jurisdiction and Venue.** I agree that this agreement shall be governed only by the laws of the State of Arizona. I also agree that the courts of the State of Arizona shall have jurisdiction with relation to this agreement and that the venue for any lawsuit or claim related to this Agreement shall be in Maricopa County, Arizona.
9. **No Inducement.** I acknowledge and agree that no individual or entity, including anybody representing the Aircraft Sales Companies, has made any inducement or representation to me to get me to enter into this agreement, other than the terms in this agreement.
10. **Third Party Beneficiaries.** I agree that not all of the Aircraft Sales Companies are parties to this agreement but that each is a beneficiary of my agreement to Waive and Release the Liability described in this agreement. [INITIAL] _____
11. **Severability.** I agree that if any sentence, phrase, or provision of this agreement is found to be unenforceable, that such unenforceable language may be severed from this agreement but that the remainder of the agreement shall enforced as written.

I HAVE CAREFULLY READ AND UNDERSTAND AND I HAVE VOLUNTARILY SIGNED AND AGREED TO THIS WAIVER AND RELEASE AGREEMENT.

DATE: _____ day of _____, 20____

CUSTOMER

SIGNATURE _____

PRINTED NAME _____

ADDRESS _____

TELEPHONE NUMBER _____