



VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY

X-Cell Aviation Flight Training Center, LLC (X-Cell Aviation)
Boonville Airport
Boonville, IN

PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR DAMAGES

Please Print

NAME OF PARTICIPANT: ("Participant") _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ DATE OF BIRTH: _____ (mo/day/year)

NAME OF PARENT OR LEGAL GUARDIAN _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY (the "Release") is executed on _____ mo/day/year, by the Participant identified above, and his/her parent or legal guardian identified above, in favor of X-Cell Aviation .

WHEREAS, we, the undersigned, have been made aware and understand that to participate in any part of the X-Cell Aviation program, including airplane rides, carries with it certain dangers, hazards and risks associated with those activities. We understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of X-Cell Aviation, accidents caused by a variety of human factors, medical conditions of the participant and/or X-Cell Aviation personnel, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind; and WHEREAS, the undersigned agree to assume any and all risks of participation in any part of the X-Cell Aviation program, including airplane rides, and freely and voluntarily choose to participate in these activities with full knowledge of these risks;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, the undersigned hereby agree as follows:

1. Waiver of Claims. In consideration of being permitted to participate in the X-Cell Aviation program, including airplane rides, I waive, release and discharge any and all claims of any kind whatsoever that I may have against X-Cell Aviation and its shareholders, officers, directors, employees, agents, and representatives, (all of whom shall hereafter be referred to as the "Releasees"), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the X-Cell Aviation program including airplane rides.

2. Hold Harmless. To exempt, absolve, hold harmless and indemnify the Releasees of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the X-Cell Aviation Program including airplane rides, even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees, or from any other cause. The parent or legal guardian of any minor named above hereby expressly agree to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, including attorneys' fees, which Releasees may incur as a result of any lawsuit, claim or demand made by said minor against Releasees for any of the activities contemplated herein, to include but not limited to any such lawsuit, claim or demand asserted against Releasees after said minor reaches the age of majority.

3. Covenant Not To Sue. I hereby covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasees arising out of my participation in any part of the X-Cell Aviation program including airplane rides.

4. Scope. That this Release shall be effective and fully binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death.

We have been given ample time to read this Release, and each of the undersigned fully accepts its contents and conditions and agrees to them by signing this Release voluntarily. We are aware that by signing this Release that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against the Releasees,

Date: _____

PARTICIPANT: Print _____

PARENT OR LEGAL GUARDIAN: Print _____

Signature _____

Signature _____