

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of being permitted to become a member of "CROSS COUNTRY FLYING CLUB" organized under CROSS COUNTRY FLYING CLUB, LLC, _____ (the "MEMBER"), for himself/herself, his/her personal representatives, assigns, heirs and next of kin: 1. Acknowledges, agrees and represents that the MEMBER has been explicitly advised of the potential risks and hazards involved in general aviation flying and/or flight training in particular, and has been fully and completely advised prior to executing this agreement that general aviation flying and/or flight training, and any other related form of flight related activity involves a high degree of risk and the possibility of property damage and serious personal injury and hazards to the MEMBER and others, including but not limited to the possibility of death, which is inherent in the aviation industry, inclusive of flight training, flight related activity, or flying in general; and having been fully informed of these hazards and risks, including the possibility of death, and fully and completely comprehending and understanding same, the MEMBER still desires general aviation flying and/or flight training requests CROSS COUNTRY FLYING CLUB LLC, provide the MEMBER with aircraft use and equipment. MEMBER further acknowledges it is the purpose of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement to release CROSS COUNTRY FLYING CLUB LLC, its directors, officers, shareholders, employees, agents, representatives, successors and assigns, any owner or owners of aircraft leased or operated by or on behalf of CROSS COUNTRY CLUB, LLC from any and all liability for all personal injuries, including death, and property damage that may occur during the course of using the aircraft, or any other flight related activity, and to assume the risks of the above related flight activities. In order to induce CROSS COUNTRY FLYING CLUB, LLC to provide aircraft usage, DOES HEREBY (1) ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE attendant with any general aviation flying and/or flight training, flight related activity, or flying in general, whether caused by the NEGLIGENCE OF THOSE INDEMNIFIED HEREIN OR OTHERWISE, FOREVER RELEASE CROSS COUNTRY FLYING CLUB LLC, it's directors, officers, shareholders, employees, agents, representatives, successors and assigns, and any owner or owners of aircraft leased or operated by or on behalf of CROSS COUNTRY FLYING CLUB LLC from and against any and all causes of actions, claims, rights or demands, in law or in equity, which the MEMBER, his/her heirs, relatives, executors, administrators and assigns can or might have as a result of any loss, damages, expenses and personal injury, death, or property damage which the MEMBER or any person may suffer or sustain, whether caused by the NEGLIGENCE OF THOSE INDEMNIFIED HEREIN OR OTHERWISE, and AGREE TO INDEMNIFY AND HOLD HARMLESS CROSS COUNTRY FLYING CLUB LLC, its directors, officers, shareholders, employees, agents, representatives, successors or assigns, and any owner or owners of aircraft leased or operated by or on behalf of CROSS COUNTRY FLYING CLUB, LLC from and against any and all claims, damages, losses and expenses, suits, and judgments, in law or in equity, including attorney fees and disbursements, however caused, including but not limited to those for property damage, bodily injury including death, arising out of or in connection with any and all flight training, flying in general, use and/or maintenance of any aircraft, flight related activities, any airport conditions and/or the performance, nonperformance, breach or alleged breach of any representations or obligations, or the NEGLIGENCE OF THE PARTIES INDEMNIFIED HEREIN. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this paragraph.

I, _____, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. MEMBER:

Signature: _____ Printed: _____

Name: _____

Date: _____