

WAIVER OF LIABILITY AGREEMENT

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

I, _____ (PRINT NAME) Desire to take a biplane or helicopter ride with Florida Biplanes Inc. I understand and acknowledge that my biplane or helicopter ride is purely voluntary and I have made the decision to fly of my own free will. I further understand and acknowledge that, but for my voluntary execution of this Agreement, Florida Biplanes Inc. would not provide me with a biplane or helicopter ride. In consideration of providing me with a biplane ride, I agree as follows:

- 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 risks of negligent conduct of others, equipment or aircraft malfunction, and improper or negligent operation of aircraft.
- 2. EXEMPTION AND RELEASE FROM LIABILITY.** I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives hereby EXEMPT, RELEASE, ACQUIT, FOREVER DISCHARGE, AND HOLD HARMLESS Florida Biplanes Inc., or FBI LLC, or Classic Aircraft Services Inc, or any officers, directors, agents, representatives, servants, employees, members, successors, and/or assigns, whether acting on the behalf of Florida Biplanes Inc., or FBI LLC, or Classic Aircraft Services Inc, or individually, from any and all liability, claims, demands, and causes of action of every nature whatsoever, whether in contract or in tort or under any other legal theory, arising out of my participation in a biplane ride.
- 3. COVENANT NOT TO SUE.** I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives agree never to institute any lawsuit of any nature, any action at law, or otherwise against Florida Biplanes Inc., or FBI LLC, or Classic Aircraft Services, or any of their officers, directors, agents, representatives, servants, employees, members, successors, and/or assigns, nor to initiate or assist the prosecution of any claim for damages or any cause of action which I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives hereafter may have by reason of death or injury to my person or damage to my property arising out of my participation in a biplane ride. Should any lawsuit or action at law or otherwise be instituted in violation of this Agreement, I, on behalf of myself, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives, agree that Florida Biplanes Inc., or FBI LLC, or Classic Aircraft Services, or any of their officers, directors, agents, representatives, servants, employees, members, successors, and/or assigns, 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 appellate proceedings.
- 4. INDEMNITY AGIANST CLIAMS.** I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives agree to indemnify, defend, save, and hold harmless Florida Biplanes Inc., or FBI LLC, or Classic Aircraft Services, or any of their officers, directors, agents, representatives, servants, employees, members, successors, and/or assigns with regards to any and all losses, claims, actions, and proceedings of every nature whatsoever which may be presented or initiated by any person or entity, arising directly or indirectly out of my participation in any biplane or helicopter rides.
- 5. WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/JURISDICTION.** I agree that the law of the State of Florida shall apply to all issues arising out of this Agreement, including but not limited to the construction, interpretation, and validity of this Agreement, and that Florida law shall govern any dispute between me (including my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives) and Florida Biplanes Inc., or FBI LLC, or Classic Aircraft Services, or any of their officers, directors, agents, representatives, servants, employees, members, successors, and/or assigns arising out of my participation in a biplane or helicopter ride. In the event of any litigation arising out of this Agreement and/or my participation in a biplane or helicopter ride, I waive my right to a jury trial, and I agree that such litigation shall be brought in the Circuit or County Court of Brevard County, Florida. By signing this Agreement I, on behalf of myself, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives, submit to the jurisdiction of the Circuit and County Court of Brevard County, Florida.

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

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

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM RELEASING FLORIDA BIPLANES INC., FBI LLC, & CLASSIC AIRCRAFT SERVICES FROM ANY AND ALL LIABILITY THAT MAY ARISE OUT OF INJURY OR DEATH THAT I MAY SUFFER AS A PASSENGER IN A BIPLANE OR HELICOPTER RIDE.

PRINT NAME (FIRST) _____ (LAST) _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____ DATE _____

EMAIL _____ PHONE _____

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 biplane ride with Florida Biplanes, (2) agree to and adopt as our own the conditions of the above agreement, and (3) agree to reimburse Florida Biplanes Inc. 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 _____