Agreement to Waive Liability, to Assume Risk, and to Indemnify

CAMiGUiN AViATiON

I, _____ , hereafter referred to as Passenger, in consideration of participating in the activity outlined below with Sean Torsten or Keena Kinilaw Clarke, hereafter referred to as PIC (Pilot in Command), agree as follows:

1. ***Assumption Of Risk*** **-** I understand that flying in a small aircraft necessarily entails the risk of bodily injury, death and property damage from pilot error or other operational errors. In addition, flights could result in injuries from a combination of factors including but not limited to: engine or mechanical failure, latent defects in the aircraft, negligent maintenance, defects in runways, interference by people, wildlife, or foreign objects, difficult search and rescue, unfavorable weather or terrain, the possibility of contaminated fuel, hard, water (ditching) or forced landing, or other causes. Injuries that could result will vary, but may include (a) minor injuriessuch as scratches, bruises and sprains, (b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (c) catastrophic injuries, including paralysis and death. **Notwithstanding these foreseeable risks and other hazards not specifically identified herein, I**, **for myself, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury, death or property damages arising out of or related to the Activity.**

2. ***Activity*** **-** I acknowledge that I have requested the PIC to join him on this commercial discovery sightseeing flight in his ACA Super Decathlon (RP-C983) or Cessna Aerobat A150K (RP-C953), which may include aerobatic manoeuvres. I understand that the PIC, and the other released parties (as defined below), are relying on this release for their agreement to provide this flight. Also, the Passenger acknowledges that he/she is flying on the aircraft voluntarily out of his/her own free will and desire.

3. ***Release, Discharge, and Agreement Not To Sue*** - **I, for myself, my heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue the PIC, his wife or any other family member, Camiguin Aviation staff, private home/domestic staff, or volunteers, from any and all claims that we might otherwise have against them, for any injury or death to the participant, or for any damage to our property, arising from, but not limited to, participation in this Activity.** This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any active or passive negligence of the PIC, and any other breach of legal duty arising by Philippine law, CAAP regulation, statute, contract or otherwise.

4. ***Indemnification And Hold Harmless*** **- I agree to indemnify and hold the PIC harmless** from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, incurred, brought as a result of or arising out of my involvement in the Activity and to reimburse the PIC for any such costs and expenses as they are incurred. **I expressly acknowledge and agree that this duty to indemnify and hold the PIC harmless shall apply even under circumstances where the PIC has acted in a negligent or tortious manner.**

5. ***Acknowledgements and Full Release*** **-** I acknowledge that the PIC has given me the opportunity to discuss the provisions of this document with legal counsel, and that I have either had such discussions, or chosen not to do so. I also acknowledge that I have been given the right to object to and bargain regarding any of these provisions, but have voluntarily and knowingly chosen not to do so. **I am freely and voluntarily signing this Agreement and intend that my signature be the complete and unconditional release of all liability to the greatest extent allowed by law.**

6. ***Severability*** **-** I expressly agree that these agreements are intended to be as broad and inclusive as is permitted by the law of the Philippines in which this commercial activity is to be conducted and that if any part of any provision is held to be invalid, it is agreed that the balance of the provisions shall continue in full legal force and effect, not withstanding such invalidity.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT CAREFULLY. If an accident were to occur, you (by signing this Agreement) would be giving up legal rights that you might otherwise have. You might be incurring legal liabilities that you might not otherwise have. If you do not understand parts of this document, do not sign it. Instead, obtain legal counsel.

_____ Date: _____

Passenger's Signature