

WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY

The person identified below (The "Participant") wants to take part in the Manitoba Chapter of the Ninety-Nines, Inc. International 99s Women Pilots Association (MB 99s) C-FLUG, including riding in, working on, and moving around an airplane. The Manitoba 99s C-FLUG is managed by volunteer pilots and flown by volunteer pilots who are licensed by the Ministry of Transportation (MOT).

As a pilot, passenger, or pilot in training, I represent and warrant that I am the Participant (for legal adult pilot, pilot in training, volunteer, or passenger), or the Participant's parent or legal guardian (for youth passenger(s)) and that I have the authority to enter into this agreement on behalf of the Participant. In exchange for being allowed to take part in C-FLUG, the Participant (for legal adult pilot, pilot in training, volunteer, or passenger) or the Participant and I (for youth passenger) agree as follows:

AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE

The Participant (for legal adult pilot, pilot in training, volunteer, or passenger) or the Participant and I (for youth passenger), (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge: (a) the Springfield Flying Club; (b) Lyncrest Airport; (c) Ninety-Nines International Association of Women Pilots (99s); (d) and the officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes associated with the C-FLUG of each of those corporations (collectively, the "Releases") from, and agree not to sue the Releases or any of them for, any and all claims against the Releases for any injury or death arising from the Participant's participation in C-FLUG and related activities. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of the Releases, other than those resulting from gross negligence or willful misconduct of such Releases.

ASSUMPTION OF RISK

The Participant (for legal adult pilot, pilot in training, volunteer, or passenger), or the Participant and I (for youth passenger) understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. If the Participant is old enough to understand these risks, I have explained them to her. **The Participant (for legal adult pilot, pilot in training, volunteer, or passenger), or the Participant and I (for youth passenger), (for ourselves, our heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from taking part in any aspect of C-FLUG and related activities.**

INDEMNIFICATION

The Participant (for legal adult pilot, pilot in training, volunteer, or passenger), or the Participant and I (for youth passenger), agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in C-FLUG and related activities. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent, however, indemnification of any Release is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

PHOTO AND IMAGE RELEASE

The Participant (for legal adult pilot, pilot in training, volunteer or passenger), or the Participant and I (for youth passenger) hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of the participant taken at or derived from his or her participation in C-FLUG or related activities (the "Images") in whole or in part, with

or without alteration or modification, in any and/or all manner and in any/or all media, in connection with Springfield Flying Club, MB 99s, and Lyncrest Airport's activities, events, publications and publicity.

LEGAL ADVICE

The Participant (for legal adult pilot, pilot in training, volunteer or passenger), or the Participant and I (for youth passenger) know that we can talk to our legal advisor about this Agreement and we have either done so or chosen not to. We understand that we have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. **I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.**

Before Signing, Carefully Read This Entire Agreement

Note from the Springfield Flying Club, Manitoba Chapter of the Ninety-Nines, Inc., The 99s International Association of Women Pilots, and all Releasees: If an accident were to occur, you, or the youth participant and you (by signing this Agreement) would be giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

For Youth Participant:

Parent or Guardian's SIGNATURE

PRINT Young Person's Name

PRINT Parent or Guardian's Name

Date

For Adult Participant:

PRINT Adult Participant's Name

SIGNATURE OF Adult Participant

Date