



ASSUMPTION OF RISK AND RELEASE OF LIABILITY

NOTICE: This release form is a contract with legal consequences. Read it carefully before signing.

In consideration of the acceptance of my request to have access to, and use of, Greg Poe Airshows, Inc., MX2 (registration No. N71GP), or Beechcraft Bonanza A-36 (Registration No. N6066S) (the "Aircraft"), I hereby freely and voluntarily agree to the following representations, waivers and agreements.

1. I know and understand that the MX2 is an experimental Aircraft and the Bonanza may be operated with the doors off to be used as a photo platform, and these aircraft, are not intended for commercial use or operation, and that the operation of Aircraft, and all aircraft generally, do carry significant risks of serious personal injury, death and property damage. I also know and understand that while a passenger in and/or pilot operating the Aircraft, I am exposed to many natural, mechanical and environmental conditions and risks which independently or in any combination with my activities or others may cause property damage or bodily injury including severe or fatal injuries to myself or others.

Assumption of Risk

2. **I AM AWARE THAT FLYING IN THESE AIRCRAFT IS A HAZARDOUS ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY INITIALS HERE: _____.**

I agree that I alone am responsible for: (a) my proper preparation and safety while riding as a passenger in the Aircraft, or operating the Aircraft as a pilot, co-pilot, or in any other capacity; (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of my use and operation of the Aircraft; and, (c) compliance with all applicable Federal and State laws, and the Federal Aviation Regulations which govern the safe and proper operation of the Aircraft. I also represent that I have no physical or medical condition, which in my knowledge would endanger myself, or others, while I am engaged in flights in, or the operation of, the Aircraft.

Release

3. Being fully aware of the risks, conditions and hazards associated with the Aircraft, **I, MY ASSIGNEES, HEIRS, DISTRIBUTEES, GUARDIANS, AND LEGAL REPRESENTATIVES HEREBY ACKNOWLEDGE that GREG POE AIRSHOWS, INC., GREG POE, and its or his agents, employees, guests, and any other affiliated individuals and/or entities are not in any way responsible for my safety while engaged in the flights in, or the operation of, the Aircraft, and I FURTHER AGREE TO WAIVE, RELEASE AND DISCHARGE** for myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (hereinafter "successors") any and all claims of damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my flights in, use of, or operation of, the Aircraft, against any person or entity identified above, whether such injury or damage was the result of negligence or carelessness on the part of the persons or entities mentioned above, and whether such injury or damage was foreseeable or not, including all such claims regarding the design, condition of the Aircraft, or any equipment utilized by me in such events without regard to whether such equipment is specified or recommended by such persons or entities identified above.

I further agree to forever **HOLD HARMLESS and INDEMNIFY** all persons and entities identified above, in general, and specifically from any and all liability for death, personal injury or property damage resulting in any way from my use or operation of the Aircraft of any kind.

I also agree, for myself and successors, that the above representations are not mere recitals and that they are binding; and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim unless they are found liable for willful and wanton negligence. This document contains the entire agreement between the parties and if any term of provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

Knowing and Voluntary Execution

4. **I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF (AND ON BEHALF OF A MINOR UNDER AGE 18 IN MY LEGAL CUSTODY, IF PARTICIPANT IS A MINOR) AND GREG POE AIRSHOWS, INC., GREG POE, AND/OR ITS, AND HIS, AGENTS, AND AFFILIATED ORGANIZATIONS OR ENTITIES AND SIGN IT OF MY OWN FREE WILL.**

I acknowledge that I am 18 years of age or older, and that I have read and understand the contents of this document. I assert and affirm that I am legally authorized to sign this document on my behalf and/or for minors under age 18 in my legal custody.

Executed at _____, on _____ [date].

RELEASOR

Signature

Print name

Name of Participant if under age 18 _____

Declaration of Witness

I certify that _____ [name of releasor] acknowledged in my presence that _____ [he or she] had read and fully understood the meaning and consequences of the foregoing release, and signed it in my presence.

Executed at _____ on _____ [date].

_____, [signature of witness]

[print name and address]