

AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY - ADULT

In consideration of my participating as a passenger in one or more airplane flights in a 1945 vintage Douglas DC-3 transport airplane belonging to Flabob Aviation Associates and participating in related activities, and with the understanding that but for my execution of this Agreement on this date and assuming the risks as set forth in this Agreement on this date and from time to time in the future I would not be allowed to participate in these activities (all called the "Activities"), I agree:

1. **ASSUMPTION OF RISK.** Aviation carries with it inherent risks that cannot be entirely eliminated. Specific risks range from minor injuries such as scratches, bruises and sprains, through major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, to catastrophic injuries, including paralysis and even death. Specifically, flying in this aircraft includes but is not limited to the inherent risks of flying in a vintage Douglas DC-3 transport aircraft built in 1945, and operated for more than seventy (70) years by numerous military and civilian operators, including Flabob Aviation Associates. The aircraft, and many of its aircraft and engine parts and components, are in excess of seventy (70) years old, and were certificated by the Federal Aviation Administration (FAA) and its predecessor under certification standards that were in effect at the time the aircraft was built. I FOR MYSELF, MY HEIRS AND PERSONAL REPRESENTATIVES, UNDERSTAND THESE RISKS, I ACKNOWLEDGE THAT PARTICIPATION IN THE ACTIVITIES IS VOLUNTARY, AND I KNOWINGLY ASSUME ALL RISKS OF INJURY OR DEATH AND OF DAMAGE TO MY PROPERTY OCCURRING AS A RESULT OF PARTICIPATION IN THE ACTIVITIES.

2a. **RELEASE, DISCHARGE. AND AGREEMENT NOT TO SUE.** I, FOR MYSELF, MY HEIRS AND PERSONAL REPRESENTATIVES, RELEASE, DISCHARGE AND AGREE NOT TO SUE FLABOB AVIATION ASSOCIATES AND/OR ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PILOTS AND VOLUNTEERS (COLLECTIVELY "FLABOB AVIATION ASSOCIATES") FROM ALL CLAIMS AGAINST FLABOB AVIATION ASSOCIATES, FOR INJURY OR DEATH, OR DAMAGE TO MY PROPERTY, ARISING FROM PARTICIPATION IN THE ACTIVITIES. THIS RELEASE, DISCHARGE AND COVENANT NOT TO SUE INCLUDES ANY AND ALL CLAIMS OR LEGAL RIGHTS NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING CLAIMS AND LEGAL RIGHTS ARISING OUT OF NEGLIGENCE OF FLABOB AVIATION ASSOCIATES, AND ANY OTHER BREACH OF A LEGAL DUTY ARISING BY COMMON LAW, STATUTE, CONTRACT OR OTHERWISE.

2b. **RELEASE, DISCHARGE AND AGREEMENT NOT TO SUE.** I, FOR MYSELF, MY HEIRS AND PERSONAL REPRESENTATIVES, RELEASE, DISCHARGE AND AGREE NOT TO SUE FLYING TIGER LINE PILOTS ASSOCIATION AND/OR ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PILOTS AND VOLUNTEERS (COLLECTIVELY "FTLPA") FROM ALL CLAIMS AGAINST FTLPA, FOR INJURY OR DEATH, OR DAMAGE TO MY PROPERTY, ARISING FROM PARTICIPATION IN THE ACTIVITIES. THIS RELEASE, DISCHARGE AND COVENANT NOT TO SUE INCLUDES ANY AND ALL CLAIMS OR LEGAL RIGHTS NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING CLAIMS AND LEGAL RIGHTS ARISING OUT OF NEGLIGENCE OF FTLPA, AND ANY OTHER BREACH OF A LEGAL DUTY ARISING BY COMMON LAW, STATUTE, CONTRACT OR OTHERWISE.

2c. **RELEASE, DISCHARGE AND AGREEMENT NOT TO SUE.** I, FOR MYSELF, MY HEIRS AND PERSONAL REPRESENTATIVES, RELEASE, DISCHARGE AND AGREE NOT TO SUE PALM SPRINGS AIR MUSEUM AND/OR ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, PILOTS AND VOLUNTEERS (COLLECTIVELY "PSAM") FROM ALL CLAIMS AGAINST PSAM, FOR INJURY OR DEATH, OR DAMAGE TO MY PROPERTY, ARISING FROM PARTICIPATION IN THE ACTIVITIES. THIS RELEASE, DISCHARGE AND COVENANT NOT TO SUE INCLUDES ANY AND ALL CLAIMS OR LEGAL RIGHTS NOW EXISTING OR ARISING IN THE FUTURE, INCLUDING CLAIMS AND LEGAL RIGHTS ARISING OUT OF NEGLIGENCE OF PSAM, AND ANY OTHER BREACH OF A LEGAL DUTY ARISING BY COMMON LAW, STATUTE, CONTRACT OR OTHERWISE.

3. **INDEMNIFICATION.** I AGREE TO INDEMNIFY FLABOB AVIATION ASSOCIATES AND/OR FTLPA AND/OR PSAM FROM ALL CLAIMS, SUITS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF THE INVOLVEMENT IN THE ACTIVITIES AND TO REIMBURSE FLABOB AVIATION ASSOCIATES AND/OR FTLPA AND/OR PSAM FOR THEM AS THEY ARE INCURRED.

4. **CERTIFICATON AND CONSENT.** I have read and understood all of this Agreement. I understand the inherent risks of participating in the Activities, which could cause injury, death, or damage to me and my property. I acknowledge that FLABOB AVIATION ASSOCIATES AND FTLPA AND PSAM have given me the opportunity to discuss this document with legal counsel. I am aware of and specifically waive the provisions of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I am aware of and specifically waive the provisions of California Civil Code Section 1714(a), which provides in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person ..."

5. **USE OF NAME AND LIKENESS.** I grant FLABOB AVIATION ASSOCIATES AND/OR FTLPA AND/OR PSAM the right and permission to use my name and photograph for advertising and promotion in any medium, without additional compensation or approval.

6 **SEVERABILITY.** This Agreement is intended to be as broad and inclusive as permitted by the law. If any portion of this Agreement is held to be invalid, the balance of the provisions shall continue to be effective.

Important Notice!

Before signing this Agreement, read this entire document very carefully. If an accident were to occur, you (by signing this Agreement) would be giving up legal rights that you might otherwise have. In addition, you might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign the Agreement, but instead you should consult with your legal advisor. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE FLABOB AVIATION ASSOCIATES, FLYING TIGER LINE PILOTS ASSOCIATION AND PALM SPRINGS AIR MUSEUM FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH.

Signature

Date

Name (Printed)

Print, sign and send to: Bob Tymczyszyn
P.O. Box 4804
Blue Jay, CA 92317