

DSROA RELEASE AND DISCHARGE REGARDING FLYING ACTIVITIES

Flying Activities are not necessities and as such you may waive any legal rights should your death or injury occur. WARNING - By signing this document you are giving up valuable legal rights in the event you should die or be injured and attempt to sue someone for your injuries. You, or your heirs, will probably not be able to win the lawsuit even though someone besides yourself was legally at fault. FURTHERMORE - There is no insurance coverage provided by the Released Parties (defined in Paragraph 1) for Flying Activities associated with the use of the Deer Springs Ranch Owners Association Landing Strip UT30. Even if insurance existed, this document is intended to waive and release your right to attempt to collect any such insurance benefit. DO NOT SIGN this document until you have had an opportunity to evaluate the consequences of signing this agreement and discuss the consequences with whomever you desire.

INDEMNITY AGREEMENT, RELEASE OF LIABILITY, ACKNOWLEDGMENT OF RISKS AND HAZARDS, ASSUMPTION OF RISKS and WAIVER OF RIGHTS. In consideration for being permitted to utilize the facilities and equipment of the RELEASED PARTIES (defined in paragraph 1) and to engage in flying aircraft, and related activities (hereinafter collectively referred to as FLYING ACTIVITIES on or in the immediate air space of Deer Springs Ranch Landing Strip UT30,

I, _____, agree as follows:

- 1) I hereby and forever RELEASE AND DISCHARGE Deer Springs Ranch Owners Association (DSROA) and their officers, directors, agents, suppliers, employees, other owners of aircraft and owners of any equipment used for Flying Activities, and federal, state and local governments (hereinafter collectively referred to as RELEASED PARTIES) from any and all liabilities, claims, demands or causes of action that I may hereafter have for injuries and/or damages arising out of my participation in Flying Activities associated with the use of the DSROA Landing Strip UT30, including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES or hidden, latent or obvious defects on the airport, or in the equipment or aircraft used by myself or present at UT30.
- 2) I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Flying Activities associated with the use of the DSROA Landing Strip UT30. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from any claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in Flying Activities, including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, or hidden, latent or obvious defects on the airport or in the aircraft used by myself or present at UT30.
- 3) I understand and acknowledge that Flying Activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLYING ACTIVITIES INCLUDING THE RISK OF NEGLIGENCE OF THE RELEASED PARTIES or hidden, latent or obvious defects on the airport or in the equipment or aircraft used by myself or present at UT30.
- 4) I understand that because of the unavoidable and unpredictable dangers involved in Flying Activities, the Released Parties are making no warranties of any kind, expressed or implied, concerning any and all landing, taxiing, and/or parking facilities provided by the Released Parties. Flying in an airplane and landing, taxiing, or taking off from UT30 has inherent dangers. I understand that I need not use the DSROA Landing Strip UT30 provided by the Released Parties. I UNDERSTAND THIS INHERENT RISK OF ALL RELATED FLYING ACTIVITIES ASSOCIATED WITH UT30 AND ACCEPT THIS RISK.
- 5) I state that I have inspected the DSROA Landing Strip UT30 and the immediate surroundings. I acknowledge that the landing area and immediate surroundings contain dangerous objects, including, but not limited to: trees, fences, hills, buildings, rocks, hidden holes, uneven terrain, clods of dirt, poisonous snakes, other wildlife, livestock, piles of discarded matter, and other natural and human-made objects that can cause injury upon landing. I understand that the area is serviced by roads and that I could be struck by vehicles. I assume the risk of injury or death upon landing at UT30 and I realize that, EVEN UNDER THE BEST OF CONDITIONS, LANDING IS AN EXTREMELY DANGEROUS ACTIVITY AND INJURY OR DEATH MAY OCCUR. I accept these risks and conditions.

- 6) COVENANT NOT TO SUE. I agree never to institute or suit or action at law, or otherwise, and hereby instruct my heirs, executors, and administrators never to institute any suit or action at law, or otherwise, against the Released Parties, nor to initiate any nor assist the prosecution of any claim for damages or cause of action which I, my heirs, executors and administrators may have by reason of injury or death to my person or property arising from all activities associated through the use of UT30.
- 7) INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, save and hold harmless the Released Parties from any and all losses, claims, actions or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the activities contemplated by this agreement. I agree to the foregoing as either "Pilot in command" or as a passenger and will be held to the same degree of liability if I charter any air service that uses UT30.
- 8) I agree to reimburse and indemnify for each and every loss to, or payment by, the Released Parties including, but not limited to, losses and payments which result from damage to any real or personal property, injury to any persons and any judgments rendered against, settlements entered by, and legal fees incurred by the Released Parties which result directly or indirectly from my participation in Flying Activities or events associated in any way with UT30 or conducted, managed or directed by the Released Parties.
- 9) CONTINUATION OF OBLIGATIONS. I agree and acknowledge that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect not and in the future at all times during which I participate, either directly or indirectly, in the Flying Activities at UT30. This shall be binding upon my heirs, executors and administrators of my estate.
- 10) I have been advised and recognize that my Flying Activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties. I agree to provide DSROA proof of insurance and compliance with FAA regulation. I will provide copies of my FAA flying license and medical certificate and carry a minimum of \$1,000,000.00 (one million dollars) or general aviation liability insurance, and \$100,000.00 (one hundred thousand dollars) of passenger liability insurance and sufficient hull insurance for replacement or repair of any personal or leased aircraft being flown. I certify that, considering my lifestyle and the manner in which I am supporting my dependents, if any, my heirs, if any, and any and all persons dependent on me so that, in the event of my injury or death, I and/or they, will suffer no financial loss.
- 11) VALIDITY OF WAIVER. I understand that if I, or my heirs, institute any suit or action at law for any claim for damages or cause of action because of injury or death to my person or property due to the activities contemplated by this agreement, this waiver can and will be used in court and that waivers of this type have been upheld in courts in similar circumstances.
- 12) If I, or my estate, breach this promise, agreement, and covenant not to sue, I agree that I, or my estate, will pay \$25,000.00 to each of the Released Parties named in any lawsuit.
- 13) In the event that any of the clauses of this agreement is held to be invalid, unenforceable or contrary to public policy, that clause shall be severable from the remaining clauses which shall continue to be in full force and effect.
- 14) I hereby acknowledge receipt of a copy of this agreement or state that I do not wish to receive a copy of this agreement. I understand that I can receive a copy at any time.

I HAVE CAREFULLY READ THIS INDEMNITY AGREEMENT, RELEASE OF LIABILITY, AND ACKNOWLEDGMENT OF RISKS AND HAZARDS. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OFF MY OWN FREE WILL.

Signature (to be notarized)

Date

In case of accident, notify: _____

Relationship: _____ Phone #: _____

Notarization Section - A notary public or other officer completing this certificate verifies that only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT CERTIFICATE

State of _____

County of _____)

On the _____ day of _____, 20____, before me, _____
(name, title of officer)

Personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(SEAL)