

# **Southern California Pilots Association (SoCal Pilots)**

## **WAIVER AND LIABILITY RELEASE BY SoCal Pilots FLY-IN PARTICIPANT**

### **THIS DOCUMENT AFFECTS IMPORTANT RIGHTS – PLEASE READ CAREFULLY**

1. **Assumption of Risk.**

I intend to participate in activities sponsored by the Orange County Pilots Association, their Board of Directors, agents, or employees (hereafter “SoCal Pilots”) in or outside of the United States of America, during which time I will either be operating an aircraft or a passenger in a participating aircraft. I understand that traveling to and from SoCal Pilots events and in particular traveling in private aircraft, necessarily entails a risk of grave bodily injury or death from pilot error or other circumstances. Private aircraft flights can crash from mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips, interference by wildlife, limited or non-existent air traffic control and radar coverage, limited approach procedures to controlled airports, lack of instrument approach and departure procedures at airports of use, limited or non-existent search and rescue, unfavorable weather or terrain conditions, latent defects in aircraft or other modes of transportation, the possibility of contaminated fuel, hostile environment or government activities, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes, or a combination of causes. I expressly agree to assume the risks inherent in travel to, from, and within the SoCal Pilots fly-in activity, by private aircraft or otherwise.

I understand and acknowledge that SoCal Pilots does not assume any responsibility or liability for the safety of any participating aircraft, pilot or passengers, during any of the travel, flight operations, or other described activities that are in any way related to those specified in the literature provided to me prior to these travel activities. SoCal Pilots have made no representations or warranties to me regarding any of these activities, and I have received no promises or other warranties from any of them that they assume any legal liability or responsibility for any accident, injury, mishap, occurrence, or other adverse event, which might occur during these activities.

2. **No SoCal Pilots Insurance.**

I understand and acknowledge that SoCal Pilots maintains **no insurance**. It has neither liability nor workers’ compensation insurance. Further, I understand and acknowledge that SoCal Pilots’s directors and officers may be immune to suit and that there will be no other funds from which to recover in the event of an aircraft or vehicular accident.

3. **Understanding of Risks.**

By signing this Waiver and Liability Release, I am indicating that I fully understand and am aware of the risks referred to above and that, after consideration of those risks, I wish to participate in the activities of SoCal Pilots, including flying within an aircraft, without imposing any risk of liability on SoCal Pilots.

4. **Release and Waiver of Liability.**

Being fully informed of the risks of traveling to/from and participation in a SoCal Pilots activity, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees, and representatives, hereby release and forever discharge SoCal Pilots and its directors, officers, volunteers, agents, attorneys and employees, and their families from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any time heretofore owned or held, or may at any time hereafter own or hold by reason of any

matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with my travel by aircraft or other vehicle to and from activities presently or hereafter sponsored or organized by SoCal Pilots, its directors, officers, employees, members or volunteers.

5. **Waiver of California Civil Code Section 1542.**

Further, I am advised that California Civil Code § 1542 provides that:

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 understand and acknowledge the significance and consequences of California Civil Code § 1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected.

6. **Full and Complete Release.**

I understand and acknowledge that this Waiver and Release of Liability is intended as a complete and continuous release for all trips or activities participated in by me on or after the date that I sign this Waiver and Release of Liability.

7. **Right to Legal Counsel.**

**I understand and acknowledge** that I may seek advice from legal counsel if I have any doubt before signing this Agreement. By signing this Agreement **I acknowledge** that I have either sought the advice of legal counsel or wish to now intentionally **waive the opportunity to talk to a lawyer** by my signature on this Agreement.

8. **Understanding of This Document.**

**I understand and acknowledge** that by signing this Agreement, I am confirming that **I understand the language used in it.** I represent that if there is any word or phrase that I did not understand, that I have sought the advice of an attorney or other person for an explanation. I acknowledge that neither I nor my heirs or representative will later claim in the event of injury, death or property damage, that I did not understand what I was signing in this Agreement.

9. **Indemnification Obligation.**

I agree to hold harmless and indemnify (reimburse) the parties being released for any costs or attorney's fees that may be incurred as a result of any challenge to this Release or legal action brought in contravention of this Agreement, in litigation resulting from my injury, death or property damage, in connection with any activity with SoCal Pilots.

10. **Full and Complete Agreement.**

**I understand and acknowledge** that this Release is a full and complete agreement with regard to the risks I am taking by embarking on an SoCal Pilots activity. No other documents, oral promises or other information can be used to modify or alter the terms of this Waiver and Liability Release. This agreement is a fully integrated, final and complete statement of the agreement I have entered into. If any provision of this Release is declared invalid, the remaining provisions remain enforceable.

11. **California Law to Apply.**

**I understand and acknowledge** that this Waiver and Liability Release is a private contract entered into in California and that it shall be governed by California law, regardless of where any occurrence covered by this agreement takes place.

## SoCal Pilots Association

Member No: \_\_\_\_\_

Member Name: \_\_\_\_\_

Spouse Name: \_\_\_\_\_

Address : \_\_\_\_\_

City State Zip : \_\_\_\_\_

Home Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Work Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email : \_\_\_\_\_

"N" Number of aircraft: \_\_\_\_\_

Pilot/Passenger Name	Signature

**Pilot and all passengers must sign (Children 10 or younger must have parents signature)**

***Cancellation policy***

*Your trip will be confirmed within 10 working days of receipt via Email.*

*All reservations must be fully paid in advance.*

***Refund Policy:***

*30 days prior: 75% of Event Amount  
10 days prior: 50% of Event Amount*

*No other refunds can be made. Contact person must be current SoCal Pilots Board Member.*

***For Cancellation & Refund Communication Please Use Email - Admin@SoCal Pilots.com***

***Please FAX completed & Signed Document to (949) 484-7076***