



## Flight Academy of New Orleans, LLC

In consideration for being permitted to participate in flight instruction, demonstration flights, flight tours, aerial tours flying and related activities (hereinafter collectively referred to as “activities covered by this Agreement”) conducted by Flight Academy of New Orleans, LLC, I \_\_\_\_\_ (*print name*), here by agree as follows:

**1) RELEASE OF LIABILITY.** I hereby release and discharge Flight Academy of New Orleans, LLC and their instructors, pilots, officers, directors, agents, employees, and members; the owners and manufacturers of the aircraft, and equipment utilized for training, touring and related activities, including ground and water transportation associated therewith; and all other owners, tenants and sponsors (hereinafter collectively referred to as “releasees”), from any and all liability, claims, demands, or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death, while participating in any of the activities covered by heirs, executors, administrators, personal representatives, or anyone else claiming on my behalf, shall not institute any lawsuit, cause of action, or claim for damages against any of the Releasees, nor shall they initiate or assist in the prosecution of any claim for damages against the Releasees, which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from the activities covered by this agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

**2) ASSUMPTION OF RISK.** I know and understand the scope, nature and extent of the risks involved in the activities covered by this Agreement and that some dangers cannot be foreseen. I understand that these risks include, but are not limited to: equipment malfunction or failure to function; defective or negligent design or manufacture of equipment, improper or negligent operation or use of the equipment; instructors, pilots or ground crew; improper or negligent instruction or supervision. I voluntarily, freely, and expressly choose to incur all risks associated with the activities covered by this agreement, understanding that those risks may include bodily and personal injury, damage to property, disfigurement or death. I voluntarily and freely choose to incur such risks and take responsibility therefore.

**3) AGREEMENT NOT TO SUE.** I agree never to institute any lawsuit or cause of action against any of the Releasees, or to initiate or to assist in the prosecution of any claim for damages against the Releasees which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this agreement, whether caused by the negligence or fault, active or passive, of any of the Releasees, or from any other cause. I further agree that my heirs, executors, administrators, personal





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representatives, or anyone else claiming on my behalf. Should any such lawsuit or cause of action be instituted against any of the Releasees, I agree that such Releasees shall be entitled to recover attorney's fees and costs incurred in the defense of such lawsuit or cause of action, including any arising there from.

**4) INDEMNITY AGAINST THIRD PARTY OF CLAIMS.** I agree to indemnify, save, and hold harmless Releasees 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 person or organization and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence or other fault, either active or passive, of any of the Releasees, or from any other cause.

**5) OPTIONAL WAIVER OF CONTRACT DEFENSES.** I understand that this Agreement is a contract pursuant to which I have released any and all claims against the Releasees resulting in any way from participation in the activities covered by this agreement, INCLUDING ANY CLAIMS CAUSED BY NEGLIGENCE OF THE RELEASEES.

**6) VALIDITY OF AGREEMENT.** I understand that if I institute, or if anyone on my behalf institutes, any lawsuit, cause of action, or claim for damages against any of the Releasees because of injury to my person or property, or my death, as a result of my participation in the activities covered by this Agreement, this agreement can and will be used in court, and that agreements like this one have been upheld by courts in similar circumstances.

**7) APPLICABLE LAW/WAIVER OF JURY TRIAL/VENUE HEADINGS.** I agree that the law of the State of Louisiana shall apply to issues involving the construction, interpretation, and validity of this Agreement, and that Louisiana law shall govern any dispute arising from the activities covered by this Agreement; should this Agreement be violated and suit be brought against any of the Releasees, I hereby waive my right to a jury trial; that the headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

**8) LIMITATION OF WARRANTY.** The Releasees warrant that the equipment provided for training, instructing and touring activities has been previously used for training, instructing and touring activities. This warranty is the only warranty made and is made in lieu of any other warranties, express or implied, including, but not limited to, warranty of merchantability or fitness for a particular purpose. I understand and accept this limitation of warranty.





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**9) SEVERABILITY OF PROVISIONS.** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana and if any portions of this Agreement are found to be unenforceable or against public policy, that only those portions shall fail, and I agree to be bound to the remainder of the Agreement. I specifically waive any unenforceability or public policy argument that I could make or could be made on behalf of my estate or by anyone who would sue the Releasees as a result of my participation in the activities covered by this Agreement.

**10) CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this agreement shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Agreement supersedes and replaces any prior such Agreement between the Releasees and myself.

**11) NO PHYSICAL INFIRMITIES.** I have no physical infirmity or chronic ailment, injury of any nature and am not under treatment for a physical infirmity or chronic ailment or any nature and have never been treated for any of the following: Cardiac/pulmonary conditions or disease; diabetes; high or low blood pressure; fainting spells; seizures or convulsions; nervous system disorder; kidney or related diseases; shortness of breath, hearing loss or impairment. I am not taking any medication of any kind. I have not taken any alcoholic beverages or drugs within the last twelve hours. I have not been scuba diving within the last 24 hours.

**12) WAIVER OF RIGHTS.** I understand that by signing this document, I am giving up important legal rights, and it is my intent to do so.

**13) RULES AND CONDITIONS.** I accept that all rules and conditions are subject to change without notice.

**14) TRAINING.** I represent and warrant that I have been thoroughly and completely trained in all activities contemplated by this Agreement.





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**15) ENTIRE AGREEMENT.** I understand this Release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital.

**16) PHOTO & VIDEO RELEASE.** For valuable consideration received, I hereby grant to "Flight Academy of New Orleans LLC." ("Photographer") and its legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs or video images of me, or in which I may be included, for editorial, trade, advertising and any other purpose and in any manner and medium, to alter the same without restriction; and to copyright the same. This includes any and all uses. The purchase price is for personal use only. I hereby release Photographer and its legal representatives and assigns from all claims and liability relating to said photographs.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

