

# RELEASE OF LIABILITY FORM

Please read and initial all sections of this agreement.

FMS Number: \_\_\_\_\_

Date: \_\_\_\_\_

## Texas Flying Club, Inc. Member's Assumption of Risk and Release of Liability

I, \_\_\_\_\_, understand and agree that numerous activities of the Texas Flying Club, Inc. (Club) involve certain risks and that regardless of the precautions taken by the Club, as a passenger and/or pilot on Club aircraft, some danger of bodily injury and/ or death exist. I further understand that flying is a very hazardous activity that I undertake voluntarily and with full knowledge of the risks stated below.

Initial

Specific risks/hazards involved in utilizing Club aircraft include, but are not limited to, the following:

1. Ground operation of aircraft
2. In-flight operation of aircraft, including take-offs and landings.
3. Driving to and from Club meetings and activities at other sites
4. Driving to and from the clubhouse
5. Exposure to oil, fuel, solvents and other potentially hazardous materials used to operate and maintain aircraft.
6. Inclement weather
7. Numerous commercial as well as other private aircraft in-flight operations.

The likelihood of injury or death may be lessened by adhering to these safety rules and procedures:

1. Using safety as a primary consideration before operating an aircraft
2. Ensure that proper instruction by a qualified Club member is received and understood before participating in any ground or in-flight activity involving Club aircraft.
3. Pursue FAA certification for operating aircraft through a reasonable course of instruction, utilizing an approved Club member.
4. Once FAA certified, maintain currency and competency for operating aircraft through regular ground and in-flight reviews with a qualified instructor.
5. Adhere at all times to Club policies and regulations, as well as pertinent FAA regulations
6. Operate Club aircraft in accordance with their operating manuals and within the limits of one's own abilities.
7. Ensure that individuals driving to Club meetings and other activities are properly licensed, insured and have a good driving record.

Initial

Knowing this information, in consideration of my use of Club aircraft as a passenger and/or pilot, I expressly and knowingly release the Texas Flying Club, its representatives, officers, advisors and agents, the University, the State, its officers and employees, from any and all claims and causes of action for property damage, personal injury or death sustained by me arising out of any travel or activity conducted by or under auspices of the Club, caused by risks associated by this activity and/or the negligence of the sponsoring group. Participant acknowledges that the Club and the University/State are separate legal entities and should be treated as such.

Initial

In addition, I understand and agree that the Club cannot be expected to control all the risks inherent in aviation but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility. Furthermore, participants should review their personal insurance portfolio.

Initial

Records Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# RELEASE OF LIABILITY FORM

Please read and initial all sections of this agreement.

FMS Number: \_\_\_\_\_

Date: \_\_\_\_\_

Insurance coverage is extended to all occupants while aboard Club aircraft in the following amounts, provided that operations are in compliance with Club rules and operating procedures:

1. \$1,000,000 total limit for bodily injury and property damage per single occurrence.
2. \$100,000 bodily injury protection for members and non-members who are not participating as pilots, instructors or students.
3. \$2,500 bodily injury protection for members who are participating as pilots, instructors or students
4. A \$500 deductible applies to all claims, and the member who signs for the aircraft keys prior to an incident leading to an insurance claim is required to reimburse the Club for the deductible amount.

Initial

Finally, I voluntarily and knowingly agree to protect, hold harmless and indemnify the Club, its representatives, officers, advisors and agents, the State, its officers and employees, against all claims, demands or causes of action for property damage, personal injury or death, including defense costs and attorney's fees arising out of my participation as an occupant aboard Club aircraft.

By agreeing to accept the insurance coverage provided above, I hereby knowingly, voluntarily and willingly, without threat, duress or coercion by anyone, waive any and all legal rights I may have against the Texas Flying Club, or its officers and directors.

I have read the above agreement and have willingly signed the same for the consideration expressed and with full understanding of its purpose. Participant represents that he/she is eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that his/her legal guardian is also signing this agreement.

SSN: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

Member's Printed Name: \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Emergency Contact Information**

Primary Contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Cell: (\_\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_\_) \_\_\_\_\_ Home: (\_\_\_\_\_) \_\_\_\_\_

Secondary Contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Cell: (\_\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_\_) \_\_\_\_\_ Home: (\_\_\_\_\_) \_\_\_\_\_

Member's Health Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Records Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_