

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PETERSON AVIATION.

1. Parties & Purpose

This Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") is made and entered into by and between the undersigned participant (the "Student") and **Peterson Aviation**, its owners, officers, directors, flight instructors, ground instructors, employees, agents, and representatives (collectively, the "Released Parties").

This Agreement applies to all flight training, ground school, aircraft rental, simulator training, ramp operations, and any other aviation-related activities (collectively, "Flight Training") provided by the Released Parties.

2. Assumption of Risk

I understand and acknowledge that flight training and aviation activities are inherently dangerous and involve both known and unanticipated risks that could result in serious physical injury, permanent disability, paralysis, or death. These risks include, but are not limited to airplane crashes, mid-air collisions, and hard or forced landings; pilot or flight instructor error; mechanical or equipment failure; and adverse weather conditions. I knowingly and freely assume all such risks and assume full responsibility for my participation in Flight Training.

3. Release and Waiver of Liability

In consideration of being permitted to participate in Flight Training, I, for myself and my representatives, hereby release and covenant not to sue the Released Parties from any liability for loss or claims resulting in personal injury or property damage arising out of participation in Flight Training. **This release applies to claims of negligence (whether active or passive) to the fullest extent permitted by California law.** This release does not apply to liability arising from gross negligence or willful misconduct.

4. Insurance Requirements

I understand that **Peterson Aviation** carries a fleet insurance policy for its aircraft.

However, this policy is primarily for the protection of the school and may not provide personal liability protection for me.

- **Requirement:** I agree to obtain and maintain a personal non-owned aircraft (renter's) insurance policy with a minimum liability limit of **\$250,000** and physical damage (hull) coverage of at least **\$2,500**.
- **Verification:** I agree to provide **Peterson Aviation** with a Certificate of Insurance naming the school as an "Additional Insured" prior to my first solo flight or aircraft rental.

5. Financial Responsibility & Deductibles

I acknowledge that I am financially responsible for any damage to the aircraft or property of **Peterson Aviation** caused by my actions.

- **Deductible:** In the event of an accident or incident, I agree to pay the insurance deductible for the aircraft, which is currently **\$2,500** per occurrence.
- **Uninsured Losses:** I understand I may be held personally liable for any damages or "loss of use" claims that exceed the insurance coverage or are not covered by insurance due to my non-compliance with policy terms (e.g., flying without a valid medical).

6. Indemnification and Hold Harmless

I agree to indemnify and hold harmless the Released Parties from claims or actions, including legal fees, brought by third parties as a result of my participation.

7. Governing Law and Severability

This Agreement shall be governed by the laws of the State of California. If any provision is held invalid, the remaining provisions shall remain in effect.

ACKNOWLEDGEMENT AND SIGNATURE

By signing below, I certify that I have read and understand this Agreement and its impact on legal remedies. I am signing this agreement voluntarily.

Student Name (Printed): _____

Student Signature: _____

Date: _____