

## Waiver of Liability and Agreement of Release

I affirmatively and voluntarily request to participate in the services or activities offered by Performance Aircraft Sales, Inc. d/b/a Performance Aircraft (“Company”) including, but not limited to, instructional or other flights, whether as a pilot, co-pilot, passenger, guest, student pilot or otherwise, in any aircraft owned or operated by the Company (the “Activity”).

I acknowledge that there are risks involved in participating in the Activity and hereby assume all risk of injury, harm, damage or death in connection with my participation in the Activity. I willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants. I agree that I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity offered by Company.

I agree to release, indemnify, defend and hold Company, its officers, directors, owners, affiliates, successors, assigns and subsidiaries harmless from any loss, expense, liability, claim or injury, including but not limited to attorney’s fees, arising out of my participation in any Activity offered by Company. My release, indemnification, defense and hold harmless obligations shall apply regardless of whether said accident, loss, liability, expense, claim or injury is the result of negligence, recklessness, or otherwise, excluding only those incidents resulting directly from Company’s gross negligence or willful misconduct.

I acknowledge that I have read this form thoroughly, and in its entirety, and fully understand that it is a release of liability, and I hereby execute this agreement without coercion. By signing this release, I am waiving any right I have to bring a legal action or claim of any kind against the Company, its officers, directors, owners, affiliates, successors, assigns and subsidiaries as a result of participation of any program through Company. I understand that participation in the Activity and execution of this form constitutes consent for Company to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant.

I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska and that the release shall be governed by, and interpreted in accordance with, the laws of the State of Nebraska. Any claim or cause of action arising under this release may be brought only in the federal and state courts located in Nebraska, and I hereby consent to the exclusive jurisdiction of such courts.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

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