



(A HIGH VIEW AIR LLC, COMPANY)

STUDENT LIABILITY WAIVER, RELEASE OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT.

This Liability Waiver, Release of Claims, and Assumption of Risk Agreement (“Agreement”) is entered into by and between:

Watch Me Fly Academy, its owners, officers, employees, contractors, instructors, affiliates, aircraft owners, and agents (collectively referred to as “WMFA”),

and

Student Name: _____ (“Participant” or “Student”).

If Participant is under 18 years of age, a parent or legal guardian must also sign this Agreement.

1. ACKNOWLEDGMENT OF INHERENT RISKS

Participant understands and acknowledges that aviation activities, including but not limited to:

- Flight instruction (dual and solo)
- Aircraft operation and maneuvering
- Ground training and simulator use
- Boarding, deplaning, and ramp movement
- Exposure to weather, mechanical, and environmental conditions

are inherently dangerous activities that involve known and unknown risks, including but not limited to:

- Aircraft accidents or incidents
- Mechanical failure
- Pilot error (including instructor or student)
- Severe turbulence or weather conditions
- Serious bodily injury, disability, or death

Participant **voluntarily accepts and assumes ALL risks**, both known and unknown, even if arising from the negligence of WMFA or others, to the fullest extent permitted by law.

2. RELEASE AND WAIVER OF LIABILITY

Participant hereby **releases, waives, discharges, and covenants not to sue** WMFA from any and all claims, liabilities, demands, damages, or causes of action, including but not limited to:

- Personal injury
- Property damage
- Wrongful death
- Emotional distress
- Economic loss

This release applies to **any claim arising out of or related to participation in any WMFA activity**, including claims caused by the **negligence of WMFA**, to the fullest extent allowed by law.

3. INDEMNIFICATION AND HOLD HARMLESS

Participant agrees to **indemnify, defend, and hold harmless** WMFA from and against any and all claims, damages, losses, liabilities, or expenses (including attorney's fees) arising out of:

- Participant's actions or omissions
 - Participant's violation of FAA regulations or WMFA policies
 - Any damage caused to aircraft, equipment, or third parties
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4. MEDICAL FITNESS AND RESPONSIBILITY

Participant certifies that:

- They are physically and mentally fit to participate in flight training
- They will comply with all FAA medical requirements (if applicable)
- They will not operate aircraft under the influence of alcohol, drugs, or any impairing substance

Participant agrees to immediately notify WMFA of any condition that may affect safe participation.

5. COMPLIANCE WITH RULES AND INSTRUCTIONS

Participant agrees to:

- Follow all FAA regulations, instructor guidance, and WMFA procedures
- Maintain situational awareness and act responsibly at all times
- Immediately report unsafe conditions or concerns

WMFA reserves the right to **terminate training at any time** for safety concerns or non-compliance.

6. PROPERTY DAMAGE RESPONSIBILITY

Participant acknowledges that aircraft are high-value assets and agrees that:

- They may be held financially responsible for damage caused by negligence, misuse, or failure to follow instruction
 - Insurance deductibles or uninsured losses may be their responsibility
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7. PHOTOGRAPHY, VIDEO, AND MEDIA RELEASE

Participant grants WMFA permission to:

- Capture photos, video, and audio during training
- Use such media for marketing, training, and promotional purposes

Participant may opt out in writing prior to participation.

8. NO GUARANTEE OF CERTIFICATION OR EMPLOYMENT

Participant understands that:

- Flight training does not guarantee certification
 - Certification is subject to FAA standards and examiner approval
 - WMFA does not guarantee employment or career placement
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9. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the **State of Texas**.

Any legal action shall be brought exclusively in the courts located in:

Hays County, Texas

10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. ACKNOWLEDGMENT OF UNDERSTANDING

Participant acknowledges that:

- They have read and fully understand this Agreement
 - They understand they are giving up substantial legal rights
 - They are signing this Agreement voluntarily and without coercion
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PARTICIPANT SIGNATURE

Name: _____

Signature: _____

Date: _____

PARENT / LEGAL GUARDIAN (IF UNDER 18)

I certify that I am the parent/legal guardian of the above-named minor and agree to all terms of this Agreement on their behalf.

Name: _____

Signature: _____

Date: _____