

**Ultra-Light Flight Training**  
**Christopher Ball, Ralph Keeping, Burckhard Woelky: Flight Instructors**  
**Lunenburg County Flight School**  
**RR#3 Mahone Bay, NS, B0J 2E0 (902) 644 1398**

**RELEASE, WAIVER AND ASSUMPTION OF RISK**

I \_\_\_\_\_ hereby acknowledge and agree that in consideration of being permitted to participate in flight training programs or activities organized, operated or sanctioned by Lunenburg County Flight School, hereinafter referred to as "the Flight School:"

1. I do hereby release the Flight School, its owners, instructors, employees, students, and agents from all liability, and do hereby waive as against the Flight School, its owners, instructors, employees, students, and agents all recourses, claims, demands, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with, my preparation for, or participation in, the aforesaid Flight Training program or activities, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of the Flight School or any of its owners, instructors, employees, students, or agents.

2. And, I do hereby acknowledge and agree:

(a) that all flying activities and ground or sea operation of airplanes are dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of persons involved in preparing, organizing and executing activities and other events;

(b) that as a result of the aforesaid risks and hazards, I as a participant, may suffer serious personal injury, even death, as well as property loss;

(c) that some of the aforesaid risks and hazards are foreseeable, but others are not;

(d) that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that accordingly, my preparation for, and participation in the aforesaid Flight Training program, activities and all of my travelling to or from the training site shall be entirely at my own risk;

(e) that I understand that neither the Flight School nor any of its owners, instructors, employees, students or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid Flight Training program and activities;

(f) that I have carefully read this **RELEASE, WAIVER AND ASSUMPTION OF RISK Agreement**, that I fully **understand** same, and that I am freely and voluntarily executing same;

(g) that I understand that by signing this release, I will be forever prevented from suing or otherwise claiming against the Flight School, its owners, instructors, employees, students and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned Flight Training program or activities whether or not such loss or injury is caused solely or partly by the negligence of the Flight School or any of its owners, instructors, employees, students and agents;

(h) that I have been given the opportunity and have thus been encouraged to seek independent legal advice prior to signing this agreement;

(i) that I understand clearly that the Flight School would not permit me to participate in any Introductory Flight or Flight Training program or activities unless I sign this **RELEASE, WAIVER AND ASSUMPTION OF RISK Agreement**, that this **RELEASE, WAIVER AND ASSUMPTION OF RISK Agreement** applies to all the aforesaid programs and activities whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my attention each time I participate in such Flight Training programs or activities in order to be effective.

(j) that the term, "Flight Training program or activities" as used in this RELEASE, WAIVER AND ASSUMPTION OF RISK Agreement includes, without limiting the generality of that term, the Flight Training Program and Activities as well as all sea and ground training sessions, clinics, programs, and events that are in any way authorized, sanctioned, organized or operated by the Flight School;

(k) that I am fully aware that liability insurance for **any** claim arising from these activities, including injury and death, may not be available or provided. Therefore, as a participant, should I wish to be protected by insurance coverage I shall agree to take out my own separate policy providing for payment of any claim from myself against Christopher Ball, the Flight School, its owners, instructors, employees, students and/or agents. If I choose not to take out such a policy, I am aware that I am participating **without any protection** provided by such insurance. I shall also undertake to make immediate family or anyone potentially impacted by the lack of insurance for making claims, fully aware of this situation.

(k) that this RELEASE, WAIVER AND ASSUMPTION OF RISK Agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns; and

(l) that I understand clearly that the Flight School is and shall be deemed to be acting for itself and as agent on behalf of and for the benefit of the owners, instructors, employees, students, and agents of the Flight School for the purposes set out in the above-stated clauses of this agreement.

**DATED:** at .....

**this ..... day of ..... 20 .....**

**SIGNED:** .....

(applicant signature required - including those 18 years & under)

.....  
(signature of parent or guardian if applicant is 18 years of age or under)

**WITNESS:** .....