VOLUNTEER HOLD-HARMLESS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
PHOTO/VIDEO RELEASE–Lonestar STOL/National Finals, October 30-November 2, 2024

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. “PARTICIPANT” MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN ANY SHORT TAKEOFF AND LANDING RUN, VOLUNTEER ROLE, AVIATION ACTIVITY, TRAINING OR COMPETITION-RELATED ACTIVITY. THE “UNDERSIGNED” MEANS THE PARTICIPANT, AND WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT’S PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT TAKING PART IN ANY SHORT TAKEOFF AND LANDING RUN, VOLUNTEER ROLE, AVIATION ACTIVITY, TRAINING, COMPETITION-RELATED ACTIVITY, ON AIRPORT FACILITIES, FOR ANY PURPOSE (HEREINAFTER THE “ACTIVITY”) CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

2. The Undersigned expressly ASSUME ALL RISKS associated with Participant’s participation in the Activity, known or unknown, inherent or otherwise; the Undersigned agree and understand these risks include, but are not limited to, risks associated with: marked and unmarked obstacles, slick or uneven walking surfaces, varying weather and surface conditions, diminished visibility, terrain, variations in terrain, bumps, rocks of various sizes, strenuous activity, collisions, drills, exercises, failure of protective barriers and fencing, sharing airport area facilities and Activity venues with people directly involved and/or not directly involved in the Activity and following the direction of Activity officials.

3. The Undersigned understand and acknowledge: 1) Participant has been informed and understands all rules and regulations of participation in the Activity; 2) Participant is responsible for reading, understanding and complying with all signage, including competition instructions; 3) Participant may encounter vehicles and equipment and equipment related to the Activity at any time; and 4) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity. The Undersigned also understand and agree that a minor Participant may participate in the Activity, may enter and use the Activity venues and may use equipment without an Activity official or other adult present.

4.The Undersigned agree and understand that PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY COURSES AND VENUES PRIOR TO PARTICIPATING in the Activity and that PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS, including but not limited to risks associated with design, construction, layout and/or obstacles. A minor Participant’s parent or legal guardian acknowledges: 1) they have spoken to the minor Participant about the Activity; 2) the minor Participant understands and appreciates the risks of participating in the Activity; and 3) the minor Participant has voluntarily decided to participate in the Activity.

5. The Undersigned ASSUME ALL RISKS associated with the Participant’s participation in the Activity. IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY National STOL LLC. (the “Company”), its general partners: Activity organizer, Activity promoter-American Legend Aircraft; Flying Home Productions LLC; the Event Venue-Sulphur Springs Municipal Airport and the City of Sulphur Springs, TX; the United States, and all their respective insurance companies, affiliates, subsidiaries, parents, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a “Released Party”) FROM ANY BREACH OF THIS AGREEMENT AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Participant’s participation in the Activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. The Undersigned takes full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of the Activity. By execution of this release, THE UNDERSIGNED AGREE NOT TO SUE A RELEASED PARTY and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agrees to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant’s participation in the Activity. The Undersigned agrees to pay all costs and attorney’s fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.

6. The Undersigned represents that the Participant is in good health and there are no special problems associated with the Participant's condition. The Undersigned: 1) authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant; 2) authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that upon Participant’s transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant; 4) agree to pay all costs associated with the medical care and related transportation provided for Participant; and 5) shall indemnify

and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

7. In consideration of allowing Participant to participate in the Activity and for using the airport area facilities, PARTICIPANT AGREES THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident SHALL BE GOVERNED BY FLORIDA LAW and EXCLUSIVE JURISDICTION of any claim shall be in the state courts of Polk County, Florida or the U.S. District Court in and for the Middle District of Florida, Tampa Division. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

8. The Undersigned grants permission to National STOL, LLC, Flying Home Productions, the venue, and all RELEASED PARTIES, the rights of my image, in video or still, and of the likeness and sound of my voice as recorded on audio or video without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area. Photographic, audio or video recordings may be used for ANY USE which may include but is not limited to: Presentations; Courses; Online/Internet Videos; Media; News (Press); Broadcast; Streaming; Social Media; any medium or media now or in the future.By signing this release, I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet, broadcast, commercial or educational setting. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document, including sessions before or after these events. By signing this release, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational or commercial purposes.

9. The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT that the minor Participant otherwise may have and that THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY.

10. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, the signer represents they are the legal parent or guardian of the minor Participant. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogees, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

11. THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY, VIDEO & AUDIO RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY CHILD, MAY OTHERWISE HAVE.

Date: _____, 2024

PARTICIPANT NAME _____ DATE OF BIRTH: _____

_____

EMERGENCY CONTACT **RELATION** **PHONE NUMBER**

_____

PARENT/GUARDIAN NAME (IF PARTICIPANT IS UNDER 18)

_____ _____

SIGNATURE OF PARTICIPANT *IF APPLICABLE, PARENT / GUARDIAN SIGNATURE*