

**RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF  
RISK AGREEMENT FOR THE VILLAGES AVIATION CLUB INC. EVENTS**

In consideration of being permitted to participate as an Airplane Pilot or Passenger in AVIATION EVENTS, REFERRED TO HEREAFTER as “the events”, for all trips or activities participated in by me on or after the date that I sign this waiver and release of liability; I, for myself, and for my executor(s), administrator(s), personal representative(s), assign(s), heir(s) and next of kin, do hereby:

**1. Release from Liability**

RELEASE AND FOREVER DISCHARGE The Villages Aviation Club Inc. and/or any of its Directors, Officers and Members, REFERRED TO HEREAFTER AS “the members”, including those who planned and participated in the events, for all liability for any loss or damage, and all claims on account of injury to my person or property or resulting in my death; I COVENANT NOT TO SUE AND FURTHER AGREE TO INDEMNIFY The Villages Aviation Club Inc. and the individual members against claims of damage to the person or property of any other person alleged to have resulted from my participation in the events whether caused by my negligence, action or inaction or by those I hereby release.

**2. No Villages Aviation Club Inc. Insurance**

I understand and acknowledge that The Villages Aviation Club Inc. maintains **no insurance**. Further, I understand and acknowledge that The Villages Aviation Club Inc.’s Directors, Officers, and Members shall be immune to suit and that there will be no other funds from which to recover in the event of an aircraft or vehicular accident

**3. Understanding of Risks**

I understand and acknowledge that The Villages Aviation Club Inc. does not assume any responsibility or liability for the safety of any participating Aircraft, Pilot or Passengers, during any of the travel, flight operations, or other activities that are in any way related to those Aviation Events. The Villages Aviation Club Inc. have made no representations or warranties to me regarding any of these activities, and I have received no promises or other warranties from any of them that they assume any legal liability or responsibility for any accident, injury, mishap, occurrence, or other adverse event, which might occur during these Aviation Events.

**4. Assumption of Risks**

I understand that both Aircraft and motor vehicle accidents occur, causing serious personal injury, death and property damage, and may involve negligent rescue operations. Knowing the risks of traveling in Aircraft and motor vehicles, I freely and voluntarily agree to assume those risks; and for my heirs, executor, administrators, successors and assigns hereby release and hold harmless all those who either planned or participate in the event including voluntary rescue operations.

**5. Full and Complete Release**

This RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT is intended to be as broad and inclusive as is permitted by Florida law and that if any portion of this agreement is held invalid for any reason, the remaining portions shall continue in full force and effect. I further agree the intent of this agreement is to discharge, in advance, those who planned and those who participate in the event and to INDEMNIFY THEM AND HOLD THEM HARMLESS for any accidents or incidents in which I am involved.

**6. Indemnification obligation**

I agree to hold harmless and indemnify (reimburse) the parties being released for any costs or attorney's fees that may be incurred as a result of any challenge to this Release or legal action brought in contravention of this Agreement, in litigation resulting from my injury, death or property damage, in connection with any Aviation Event with The Villages Aviation Club Inc.

**7. Understanding of the Document**

By signing this Waiver and Liability Release, I am indicating that I fully understand and am aware of the risks referred to above and that, after consideration of those risks, I wish to participate in the activities of The Villages Aviation Club Inc. including flying within an aircraft, without imposing any risk of liability on The Villages Aviation Club Inc.

**8. Full and Complete Agreement**

I agree I will not be permitted to participate in the event unless I sign this RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT for The Villages Aviation Club Inc., and I have read and understood the foregoing agreement in its entirety and I hereby freely and voluntarily sign this agreement, intending to be bound thereby.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE