

WAIVER & RELEASE OF LIABILITY AND MEDICAL STATEMENT

- VOLUNTARY PARTICIPATION:** I, _____ Voluntarily choose to participate in flying in a helicopter ("FLIGHT ACTIVITIES") operated by SUMMIT HELICOPTERS, INC.(HELICOPTER) .
- ASSUMPTION OF RISK:** I am aware that such FLIGHT ACTIVITIES can be hazardous and do involve certain risks and dangers that cannot be completely eliminated, including both those associated with (a) the piloting and operation of the HELICOPTER; and (b) the HELICOPTER itself. Specifically, I am aware that the FLIGHT ACTIVITIES have the potential to (a) impose physical stress upon and cause other physiological effects to occupants, including, in some cases, injury; and (b) result in a loss of control of the HELICOPTER and an accident. I am nevertheless, voluntarily participating in the FLIGHT ACTIVITIES with knowledge of the risks involved, at my own risk. I am competent to and assume these risks of my own free will. I ACCEPT ANY AND ALL RISKS OF DEATH, BODILY INJURY AND PROPERTY DAMAGE. PLEASE INITIAL _____
- WAIVER AND RELEASE:** As consideration for being permitted to participate in the FLIGHT ACTIVITIES, I agree that neither I nor my assignees, heirs, distributees, executors, guardians or legal representatives ("RELEASORS") will make a claim or assert any causes of action (known or unknown) against, or sue Summit Helicopters, Inc., Frontier Land Development, LLC, Virginia Polytechnic Institution and State University, their affiliated entities or persons, directors, officers, members, managers, employees, contractors or agents ("RELEASEES") for death, bodily injury, property damage or any other liability, of any sort ("HARM") arising from FLIGHT ACTIVITIES, including without limitation HARM that results from the active or passive negligence or other acts or omissions of RELEASEES. I hereby RELEASE AND DISCHARGE RELEASEES from liability for FIGHT ACTIVITIES, and WAIVE all such claims, causes of action and suits which RELEASORS or any of them now have or may hereafter have. This WAIVER and RELEASE includes, without limitation, all DAMAGES AND HARM which result from (a) my being in the HELICOPTER, which could cause an accident; (d) negligent training, instruction or supervision of me, which could cause injury to me and / or a accident; and (e) my slipping, falling or otherwise becoming injured on and about the HELICOPTER.

DO NOT SIGN THIS WAIVER & RELEASE BEFORE YOU HAVE CAREFULLY READ IT AND UNDERSTAND THAT IT IS A RELEASE OF LEGAL LIABILITY. IT IS A LEGALLY BINDING CONTRACT BY WHICH YOU WILL BE BOUND, PREVENTING YOU FROM BRINGING ANY LEGAL ACTION TO ASSERT A CLAIM AGAINST SUMMIT HELICOPTERS, INC. FOR IT'S NEGLIGENCE.

- KNOWING AND VOLUNTARY EXECUTION:** I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER AND RELEASE, AND SIGN IT OF MY OWN FREE WILL. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I ALSO CERTIFY THAT I HAVE NO REASON TO BELIEVE THAT I HAVE ANY PHYSICAL OR MENTAL LIMITATIONS WHICH PREVENT ME FROM SAFELY PARTICIPATING IN THE FLIGHT ACTIVITIES. I CERTIFY THAT I AM OVER THE AGE OF 18, UNLESS MY PARENT LEGAL GUARDIAN HAS SIGNED BELOW.

Signature: _____ Date: _____

Printed Name: _____

Parent / Guardian Permission, Assumption of Risk, Waiver & Release: I certify that I am the above child's parent or legal guardian, As such, and individually, I have carefully read and understood this document in it's entirety, and hereby (a) give the child permission to participate in the FLIGHT ACTIVITIES; (b) attest to the physical and medical certification in No.4 above; (c) expressly ASSUME ALL RISKS associated with the child's participation in the FLIGHT ACTIVITIES; and (d) WAIVE and RELEASE all claims, causes of action and suits against RELEASEES for HARM arising from the FLIGHT ACTIVITIES.

Signature of Parent or Guardian: _____ Date: _____