



WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of being permitted to participate in any way in the flying of aircraft, including instructions and lessons to piloting aircraft, or flying as a passenger, pilot or student in an aircraft ("Activities"), with Great Basin Aviation, his/her assignees, heirs and beneficiaries and/or Flying Start Aero Services LLC (a Nevada limited liability company), doing business as Great Basin Aviation, and its employees, officers, directors, members, managers and representatives, ("RELEASEES") the undersigned hereby acknowledges, appreciates, and agrees as follows:

1. The risk of injury in the activities of flying in an aircraft, as a passenger, pilot or student, are significant, including the potential for permanent disability and death, and while particular skills, equipment and discipline may reduce this risk, the risk of serious injury does exist;
2. **I KNOWINGLY AND FREELY ASSUME ALL OF THE RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES AS DESCRIBED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY HEREIN, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. I AM FULLY AWARE OF THE RISKS INVOLVED IN SUCH ACTIVITIES, INCLUDING RISKS ARISING FROM PILOT ERROR, EQUIPMENT MALFUNCTION, AND ACTS OF GOD, SOME OF ALL OR ALL OF WHICH MAY BE BEYOND MY CONTROL AND THE CONTROL OF THE RELEASEES.**
3. I willingly agree to comply with all stated and customary terms and conditions, instructions, rules and regulations for participation in the activities, including those as stated or set forth by local, state or federal governmental agencies or regulatory bodies and/or RELEASEES. If I observe any unusual or unnecessary hazards or risks during my presence or participation I will immediately bring such to the attention of the nearest representative of RELEASEES as soon as it is practical and undertake

efforts to immediately remove myself from further participation in the activities;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and beneficiaries, HEREBY RELEASE AND HOLD HARMLESS FROM LIABILITY RELEASEES with respect to any and all injury, disability, death, or loss or damage to personal property, whether caused by the negligence of any of the RELEASEES or otherwise, except that which is the result of gross negligence and/or wanton misconduct with respect to any of the activities described herein and I agree to indemnify, defend and hold harmless the RELEASEES from any claims, liabilities or damages assessed against them or as a result of any injuries or damages incurred by me as a result of my participation in the actions.
5. I understand and agree that this Waiver and Release covers each and every one of the Activities and events in which I participate hereafter, either directly or indirectly with one or more of the RELEASEES.
6. I understand, acknowledge and agree that I may revoke this Waiver and Release, in writing at any time and provide notification of such revocation to the RELEASEES. However, I further understand, acknowledge and agree that in such instance RELEASEES may not allow me to participate in any further activities.
7. I acknowledge and agree that should any legal action be commenced by me or my representatives, heirs, beneficiaries or assigns, against RELEASEES with respect to any claims, damages, or injuries I may claim or sustain, or with respect to the interpretation or enforcement of this Waiver and Release, that this Waiver and Release shall be governed by the laws of the State of Nevada and venue with respect to any such action shall be brought only in the State and Federal Courts located in Washoe County, Nevada, and that the prevailing party in any such action shall be entitled to an award of its reasonable attorneys fees and costs incurred in connection therewith.
8. By executing this document, I acknowledge and agree that I have been

advised by RELEASEES, and have had the opportunity, to seek independent counsel to review this document and advise me as to my rights and the consequences under this document.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS.

Participant's Signature

Date

Participant's Name (Printed)

Great Basin Aviation Representative

PARENTS/GUARDIANS OF PARTICIPANT'S OF MINOR AGE
(under age of 18 at time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her Release as provided above of the RELEASEES, and, for myself, my child and or heirs, assigns, representatives and beneficiaries, I release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to my minor child's involvement in participation of these activities by RELEASEES provided above.

Parent/Guardian's Signature

Date

Parent/Guardian's Name (Printed)

Great Basin Aviation Representative