

**TEXAS A&M FLYING CLUB
MINOR'S AGREEMENT TO WAIVE LIABILITY, TO ASSUME RISK, AND TO INDEMNIFY**

As parent or legal guardian of the child whose name is set forth below (who is referred to in this Agreement as the "Participant"), and in consideration of the Participant being permitted to participate in the Activities (as defined below) conducted by the Texas A&M Flying Club ("Flying Aggies"), I agree as follows:

1. **Activities** – The Participant would like to participate in various activities related to the Flying Aggies, including but not limited to the following activities: Riding as a passenger onboard an aircraft, boarding and unboarding the aircraft, and all related activities.

2. **Assumption Of Risk** – The Participant and I understand that flying in private aircraft necessarily entails the risk of bodily injury, death and property damage from pilot error or other operational errors. In addition, flights could result in injuries from a combination of factors including but not limited to: engine or mechanical failure, latent defects in the aircraft, negligent maintenance, defects in runways, interference by wildlife or foreign objects, difficult search and rescue, unfavorable weather or terrain, the possibility of contaminated fuel, hard or forced landing, turbulence, or other causes. Injuries that could result will vary, but may include (a) minor injuries such as scratches, bruises and sprains, (b) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (c) catastrophic injuries, including paralysis and even death. **Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself, my heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury, death or property damages arising out of or related to the Activities.**

3. **Release, Discharge, and Agreement Not To Sue** The Participant and I, for ourselves, our heirs, personal representatives and assigns, do hereby release, discharge and agree not to sue Texas A&M University, the Texas A&M Flying Club, and the officers, directors, members, employees, agents, divisions, affiliates, and volunteers of each of those organizations (collectively referred to as "TAMU+FC" within this document only) from any and all claims that we might otherwise have against TAMU+FC, for any injury or death to the participant, or for any damage to our property, arising from, but not limited to, participation in the Activities. This release, discharge and covenant not to sue shall relate to any and all claims or legal rights now existing or arising in the future, including claims and legal rights arising out of any active or passive negligence of TAMU+FC, and any other breach of a legal duty arising by common law, statute, contract or otherwise.

4. **Indemnification And Hold Harmless** - The participant and I agree to indemnify and hold TAMU+FC harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, incurred, brought as a result of or arising out of my involvement in the Activities and to reimburse TAMU+FC for any such costs and expenses as they are incurred. **The participant and I expressly acknowledge and agree that this duty to indemnify and hold TAMU+FC harmless shall apply even under circumstances where TAMU+FC has acted in a negligent or tortious manner.**

5. **Parent Or Legal Guardian Certification And Consent** - As the parent or legal guardian of the Participant, I hereby certify as follows: **I am the parent or legal guardian of the Participant whose name appears below, and have authority to waive rights on behalf of the minor.** I have read, and I understand, all of the provisions of this Agreement, and the inherent risks of participating in the Activities. I understand that the risks of the Activities could cause injury, and even death. If the Participant is of an age to understand these risks, I have explained them to him or her. I acknowledge that TAMU+FC has given me the opportunity to discuss the provisions of this document with legal counsel, and that I have either had such discussions, or chosen not to do so. I also acknowledge that I have been given the right to object and bargain regarding any of these provisions, but have voluntarily and knowingly chosen not to do so. **I am freely and voluntarily signing this Agreement and intend that my signature be the complete and unconditional release of all liability to the greatest extent allowed by law.**

6. **Severability** - The Participant and I expressly agree that these agreements are intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any part of any provision is held to be invalid, it is agreed that the balance of the provisions shall continue in full legal force and effect, notwithstanding such invalidity.

BEFORE SIGNING, READ THIS ENTIRE DOCUMENT VERY CAREFULLY. If an accident were to occur involving the Participant, you and the Participant (by signing this Agreement) would be giving up legal rights that you might otherwise have. In addition, you might be incurring legal liabilities that you and the Participant might not otherwise have. If you do not understand anything in this document, you should not sign it. Instead you should consult with your legal advisor.

Parent or Legal Guardian's Signature

Parent or Legal Guardian's Name (Printed)

Participant's Signature
_____/____/____ Participant's Name (Printed) & Date of Birth

Today's Date: ___ / ___ / ___