

Release and Hold Harmless Agreement

Please assure that the following Agreement is completed, signed and returned to bppp@bonanza.org, by fax to 316-945-1710, or by mail to ABS at 3595 N. Webb Road Suite 200 Wichita, KS 67226

As a required condition of participating in the flight portion of the Beechcraft Pilot Proficiency Program (the “Program”), this Agreement must be completed, properly signed and received by the ABS Air Safety Foundation (“ASF”) before the Operator will be entitled to participate. If the Owner of the aircraft is not the same as the Operator, this Release must be separately executed by the Owner as well as the Operator.

Waiver, Exculpation, Release and Discharge of Claims

The Owner/Operator, for him/herself and on behalf of heirs, personal representatives, successors and assigns, agrees to forever waive and claims against, and to exculpate, release and discharge The American Bonanza Society, the ABS Air Safety Foundation, and BPPP, Inc., its affiliates, officers, directors, employees, independent contractors, agents, insurers, successors, assigns and all other persons associated with the American Bonanza Society Air Safety Foundation (hereinafter collectively referred to as “ASF, et al”) from any and all claims or causes of action that may arise as a result of any incident or accident causing death or personal injury to any person including the Operator or property damage including damage to the aircraft, arising out of or in any way resulting from participation in the Program regardless of whether such accident or incident occurs during the Program or subsequent to the Program. This Waiver, Exculpation, Release and Discharge shall include, but shall not be limited to, any claims or causes of action under any tort theory including strict liability, failure to warn or negligence, including any claims or causes of action attributable directly or indirectly to the negligence of ASF, et al. Further, this Waiver, Exculpation, Release and Discharge shall apply to all consequential damages which include but are not limited to loss of use of the aircraft, loss of earnings and loss of consortium.

Agreement to Indemnify and Hold Harmless

The Owner/Operator also agrees to defend, indemnify and to hold harmless ASF, et al, from and against any and all claims, causes or action, losses, liabilities, damages and expenses arising out of or in any way resulting from the use of any Owner/Operator furnished aircraft in connection with the Program. The Indemnity and Hold Harmless Agreement shall include, but not be limited to incidents involving death or personal injury of the Operator, loss of or damage to the aircraft, or the use thereof, and any and all consequential damages, as well as reasonable attorneys’ fees and costs incurred in defending any litigation.

Insurance

The Owner/Operator also agrees to require the appropriate liability insurance carrier including the hull insurance carrier (the “Carrier”) to include ASF, et al, as Additional Insureds with respect to legal liability, and to waive rights of subrogation against ASF, et al. It is agreed that the Owner/Operator’s liability and hull insurance will be primary and without any right of contribution from any other insurance available to ASF, et al, or otherwise. The Owner/Operator will instruct his/her insurer to issue a Certificate of Insurance for receipt by ASF prior to participating in the flight portion of the Program. The insurer shall agree to notify ASF ten (10) days prior to the date of a policy’s cancellation, in the event a policy is canceled by the insurer.

Compliance Certification Certificate

The Owner/Operator certifies that the Aircraft used for the flight portion of the Program is in compliance with all applicable rules and regulations regarding aircraft airworthiness including, but not limited to, the Code of Federal Regulations, Title 14, Part 91, subpart E – Maintenance, Preventive Maintenance, and Alterations. The Operator also certifies that he/she has a current medical certificate as required by the Federal Aviation Regulations, has maintained appropriate ratings and has no undisclosed medical condition that would affect his/her ability to participate in the flight portion of the Program.



Acknowledgement

This Agreement will be construed in accordance with the laws of the State of Kansas, regardless of any conflict of laws. Should litigation arise from any actions or omissions during the Program, or involving this Agreement, the parties hereby agree and stipulate that jurisdiction and venue shall be in the County of Sedgwick, State of Kansas. This Agreement shall apply to the course location and date(s) specified below. However, in the event there is a delay in the flight portion of the Program for any reason, including weather problems, the Owner/Operator agrees to provide an updated Certificate of Insurance, reflecting any change in status, and to notify the instructor of any change in the Owner/Operator's medical condition and the aircraft's airworthiness. If participation in the flight portion of the Program specified in the Agreement is delayed more than eighteen (18) months from the original course date specified, the Owner/Operator agrees to execute a new Agreement.

The Owner/Operator acknowledges that he/she has read and fully understands the terms of both pages of this Release and Hold Harmless Agreement and is freely signing this Agreement and releases all claims. Furthermore, the Owner/Operator acknowledges he/she is hereby encouraged to seek his/her own legal counsel for advice with respect to the execution of this Agreement.

PILOT-IN-COMMAND DESIGNATION

The pilot receiving instruction will serve as Pilot-in-Command for the BPPP training flight unless he/she is unable to serve as Pilot-in-Command in accordance with the Federal Air Regulations.

AGREED AND ACCEPTED

PILOT/OWNER/OPERATOR

Print name

Location of Flight

Signature

Date

Print company name if applicable