

Upwind Summer Scholarship Program

AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY;
RELEASE FOR USE OF PHOTOS AND IMAGES; AND PILOT CERTIFICATION

The Applicant / Participant listed below (who may be a Minor), hereinafter referred to as the "Participant," wants to apply for the Upwind Summer Scholarship Program, operated by the Upwind Foundation, Inc., a 501 (c) (3) non-profit corporation (hereinafter referred to as "Upwind") for ground and flight training. The flight training is conducted by Certified Flight Instructors ("CFIs") who are each licensed by the Federal Aviation Administration ("FAA"). The CFIs are pilots who provide flight training in a wide variety of aircraft that are also licensed by the FAA.

If the Participant is a Minor, I represent and warrant that I am the Minor Participant's parent or legal guardian and that I have the authority to enter into this Agreement on behalf of the Minor Participant. In consideration for being allowed to take part in Upwind program, the Minor Participant and I agree as follows:

Assumption of Risk.

The Participant and I understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including without limitation airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather or terrain conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones or concussions, or catastrophic such as paralysis, severe burns or death. If the Participant is old enough to understand these risks, I have explained them to him or her. The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) hereby assume all risks and full responsibility for any injury or death arising from taking part in the Upwind program.

Agreement to Waive Liability and Not to Sue. The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) hereby release and discharge: Upwind, its officers, directors, members, employees, agents, divisions, affiliates and volunteers (collectively, the "Releasees") from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from the Participant's participation in the Upwind program. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

Indemnification. The Participant and I agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from the Participant's participation in the Upwind program. This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.

Photo and Image Release. The Participant and I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of the Participant taken at or derived from his or her participation in the Upwind program (the "Images") in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with the Upwind activities, programs, publications and publicity.

Failure to Complete the Training Program. If the Participant is awarded a scholarship and fails, for whatever reason, to complete the training program, it is agreed that no additional compensation is due the Participant or the Parent / Guardian.

Legal Advice. I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement.

I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

Signature of Parent / Guardian: _____ Date: _____

Signature of Applicant / Participant: _____ Date: _____