

**Tampa Bay Aviation, Inc.**  
**Airplane & Helicopter Services**

**Release and Waiver of Liability Agreement**  
**Pilot / Aircraft Lessee's Passengers**

This Release and Waiver Agreement (this "**Agreement**"), dated as of \_\_\_\_\_ (the "**Effective Date**"), is by and between Tampa Bay Aviation, Inc., a Florida corporation, with offices located at 1000 N. Hercules Avenue, Clearwater, FL 33765, regulated by the Federal Aviation Administration ("**TBA**" or "**Service Provider**") and \_\_\_\_\_ [Name], residing at \_\_\_\_\_ [Address] ("**Passenger**" and together with TBA, the "**Parties**", and each a "**Party**").

TBA is a full-service airplane and helicopter flight school and aircraft leasing and aircraft maintenance company that provides flight instruction and licensure, aircraft maintenance, and aircraft leasing for personal and professional usage. Passenger wishes to participate in the Services as a passenger accompanying a third-party licensed pilot ("**Pilot/Lessee**") in an aircraft leased to the third-party pilot by TBA (the "**Services**").

This Agreement sets forth the terms and conditions by which Passenger may participate in one or more of the Services.

**1. PARTICIPATION AGREEMENT, WAIVER AND RELEASE OF LIABILITY.**

1.1 Passenger desires to participate in the Services (whether singular or plural, hereinafter referred to as the "**Activities**") provided by Pilot/Lessee via TBA. In consideration of being permitted by TBA to participate in the Activities and in recognition of TBA's reliance hereon, Passenger agrees to all the terms and conditions set forth in this Section.

1.2 PASSENGER IS AWARE AND UNDERSTANDS THAT THE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. PASSENGER ACKNOWLEDGES THAT THE ACTIVITIES INCLUDE PARTICIPATION IN INHERENTLY DANGEROUS ACTIVITIES, INCLUDING BUT NOT LIMITED TO FLYING IN AN AIRPLANE AND/OR HELICOPTER. PASSENGER ACKNOWLEDGES THAT THE RISKS INCLUDE, BUT ARE NOT LIMITED TO, AIRCRAFT CRASHES, TURBULENCE DURING FLIGHT, AND ALL OTHER INHERENT RISKS ASSOCIATED WITH FLIGHT. PASSENGER ACKNOWLEDGES THAT THE RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE ACTION OR OMISSION OF PILOT/LESSEE OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, SLIP AND FALL BY PASSENGER, OR EXACERBATION OF AN UNKNOWN HEALTH PROBLEM OF PASSENGER. PASSENGER ACKNOWLEDGES THAT ANY INJURIES THAT PASSENGER SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF TBA, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF TBA. NOTWITHSTANDING THE RISK,

PASSENGER ACKNOWLEDGES THAT PASSENGER IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM PASSENGER'S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF TBA OR OTHERWISE.

1.3 Passenger hereby expressly acknowledges that Pilot/Lessee maintains their own liability insurance coverage for the benefit of Pilot/Lessee and Passenger and agrees that any claim arising from Passenger's participation in the Services and Activities resulting in injury, disability, death, or property damage to Passenger arising out of or attributable to Pilot/Lessee, whether arising out of the negligence or gross negligence of Pilot/Lessee or arising out of the negligence or gross negligence of TBA shall only be brought against Pilot/Lessee and not against TBA by Passenger and/or Passenger's heirs, beneficiaries, assigns, or successors.

1.4 Passenger hereby expressly waives and releases any and all claims, now known or hereafter known, against TBA, and its officers, managers, employees, affiliates, successors, and assigns (collectively, "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence or gross negligence of TBA or any Releasees or otherwise. Passenger covenants not to make or bring any such claim against TBA or any other Releasee, and forever releases and discharges TBA and all other Releasees from liability under such claims. This waiver and release does not extend to claims for intentional torts or any other liabilities that Florida law does not permit to be released by agreement.

1.5 Passenger shall defend, indemnify, and hold harmless TBA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by TBA or any other Releasees, arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claim related to negligence of Pilot/Lessee or the negligence of TBA.

1.6 Passenger hereby consents to receive medical treatment deemed necessary if Passenger is injured or requires medical attention during Passenger's participation in the Activities. Passenger understands and agrees that Passenger is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. Passenger hereby releases, forever discharges, and holds harmless TBA from any claim based on such treatment or other medical services.

2. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TBA BE LIABLE TO PASSENGER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

3. **PHOTOGRAPHY/VIDEO RELEASE**. Passenger acknowledges that Passenger's participation in the Services and Activities may be photographed or videotaped during participation. Passenger hereby consents  does not provide consent , by Passenger's signature to this Agreement, to the use of any such photographs or video of Passenger on TBA's website, editorials, promotional or advertising materials produced by or published on behalf of TBA without compensation to Passenger.

4. **ENTIRE AGREEMENT**. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

5. **SEVERABILITY**. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. **AMENDMENTS**. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

7. **WAIVER**. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. **ASSIGNMENT**. Passenger shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TBA. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Passenger of any of its obligations under this Agreement. TBA may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of TBA's assets without Passenger's consent.

9. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

10. **CHOICE OF LAW.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State Florida, United States of America (including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

11. **CHOICE OF FORUM.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the U.S. District Court of the Middle Division of Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Pinellas County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the U.S. District Court of the Middle Division of Florida or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in Pinellas County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. An electronically signed copy of this Agreement delivered by email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **CERTIFICATION AND SIGNATURE**

Passenger, \_\_\_\_\_, agrees that he/she has read this Agreement, and agrees to the terms and conditions of this Agreement.

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Passenger Signature

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Dated