

BLEVINS ENTERPRISES

AGREEMENT AND RELEASE OF LIABILITY (Initial here _____)

Flight Instruction Waiver

In consideration for being permitted to engage in the flight and ground instruction with Blevins Enterprises and all flying sites used by released parties, I, _____, hereby agree as follows:

1. I hereby **RELEASE AND DISCHARGE (Initial here _____)** the Blevins Enterprises, its officers and members, Ronald Blevins and Cynthia Blevins, its owners, agents, employees, instructors, and pilots (herein referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and damages arising out of my participation in flight instruction activities, including but not limited to losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here _____)**.
2. I further agree that **I WILL NOT SUE OR MAKE A CLAIM** against the Released Parties for damages or other losses sustained as a result of my participation in flight instruction activities **(Initial here _____)**. I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in flight instruction activities **(Initial here _____)**.
3. I understand and acknowledge that flying and flight instruction activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLIGHT INSTRUCTION ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here _____)**.
4. I have been advised and recognize that my flight instruction activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties **(Initial here _____)**.
5. I hereby expressly recognize that this agreement and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in flight instruction activities including any and all claims caused by the negligence of the Released Parties **(Initial here _____)**.
6. Releaser expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of Texas and that, if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect **(Initial here _____)**.
7. Releaser releases all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered releaser during participation in any of the above mentioned activities **(Initial here _____)**.
8. This release contains the entire agreement between parties to this agreement and the terms of this release are contractual and not a mere recital **(Initial here _____)**.

I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND MEANING, AND SIGN IT OF MY OWN FREE WILL.

Dated _____ Signature _____
Name _____ Date of Birth _____
Address _____ City _____ State _____ Zip _____
Phone (_____) _____ (Home) (_____) _____
In Emergency Contact _____ Phone (_____) _____