

CAPE AERIAL TOURS / STICK'N RUDDER AERO TOURS

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RELEASE, WAIVER, AND INDEMNITY AGREEMENT

PLEASE READ THIS INFORMATION CAREFULLY AND BE AWARE THAT IN REGISTERING FOR AND PARTICIPATING IN THE ACTIVITIES DESCRIBED HEREIN, YOU WILL BE EXPRESSLY ASSUMING THE RISK AND LEGAL LIABILITY AND WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS WHICH YOU OR YOUR MINOR CHILD/WARD MIGHT SUSTAIN AS A RESULT OF PARTICIPATING IN THE ACTIVITIES DESCRIBED HEREIN.

These activities and events, including but not limited to: aerial sight-seeing flights, piloting and flight instruction, and/or any flight-related activities, services, or events (hereinafter the "Activities"), can or could result in injuries, damages, and even death to the participant (hereinafter the "Participant").

To be able to participate in these activities and events, the participant, by executing his or her signature (electronic or otherwise) to this RELEASE AND WAIVER AGREEMENT does hereby release, waive, discharge, hold harmless, and covenant not to sue Cape Aerial Tours, Inc. d/b/a/ Stick'N Rudder Aero Tours, Stick'N Rudder Aero Maintenance, Inc., Cape Cod Flying Circus, Inc., Homes For Airplanes, LLC, Town of Chatham, Town of Chatham Airport Commission, and/or their respective officers, directors, shareholders, agents, maintenance technicians, aircraft mechanics, pilots, instructors, representatives, servants, members, employees, business partners, volunteers, contractors, owners of aircraft, and/or associated entities (collectively referred to hereinafter as the "Released Parties"), for any and all liability, injuries, damages, demands, causes of action (at law or in equity) and/or any and all other claims as a result of participating in the Activities.

Furthermore, Participant, on behalf of his/her personal representatives, assigns, heirs, agents, and next of kin, does hereby release and hold harmless any and all claims, damages, and/or injuries incurred by the Participant in the Activities. The Participant agrees to hereby release any and all claims, of whatever kind of nature, present and future, damages and injuries, resulting from the Activities.

Participant assumes full responsibility for and risk of bodily and personal injury, property damage and/or death due to the negligence or fault of the Released Parties resulting from the Activities. The undersigned understands and acknowledges that he/she may not attend, participate in, or act as a spectator or bystander of the Activities unless he/she is at least eighteen (18) years of age or older, or if younger than 18 years of age, his/her parent or legal guardian has read and signed this RELEASE AND WAIVER AGREEMENT.

The undersigned further acknowledges that he/she is voluntarily participating in the Activities despite the risk of falls, inclement weather, defective equipment and/or conditions, aircraft incidents and/or accidents, as well as hazards that may be posed by other participants, bystanders, and/or spectators, and all other circumstances inherent to aviation, aeronautics, and flight-related activities, which could result in bodily and personal injuries, property damage, or even death. In this regard, it must be recognized that it is impossible for the Released Parties to guarantee absolute safety.

_____ **Initials of Participant or Participant's parent/guardian**

INDEMNITY AGREEMENT

The undersigned hereby agrees to indemnify, defend, save, and hold harmless the Released Parties, and at the Released Parties' option, defend the Released Parties, from and against any damage, cost, or expense (including without limitation, legal fees and costs) incurred in connection with any claim, loss, demand, proceeding or action brought against any of the Released Parties which arise directly or indirectly from the Participant's participation in the Activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of the organizations and/or persons described as the Released Parties.

If the undersigned is obligated to indemnify any of the Released Parties, such Released Parties may, in their sole and absolute discretion, control the defense and disposition (including its possible settlement) of any claim, demand, proceeding, or action at your sole cost and expense. Without limitation of the foregoing, the undersigned agrees he/she will not settle, compromise or in any other manner dispose of any claim, demand, proceeding, or action without the written consent of Released Parties.

Photo/Video Policy and Warning: Photos and video footage are periodically taken of people participating in the Activities or using Chatham Airport facilities or property. Please be aware that by registering for, participating in the Activities, attending an event, or using Chatham Airport facilities or property, you authorize the Released Parties to use these photos and video footage for promotional purposes in the Released Parties' respective publications, advertising, marketing materials, brochures, event flyers, social media (including Facebook, YouTube, Instagram, Twitter, and other social media sites operated by the Released Parties, respectively), and the Released Parties' respective websites without additional prior notice or permission and without any compensation to you. All photos and videos are property of the Released parties.

COVID-19 Certification: By signing this document, you certify that the following criteria do not apply to you:

- **Traveled to an area with widespread transmission (domestic or international) in the past 14 days**
- **Taken a cruise in the past 14 days**
- **Had close contact with a lab confirmed case of COVID-19 or have been instructed to quarantine by a local health authority**
- **Have a fever of 100.4° or higher**
- **Have a cough**
- **Have shortness of breath**
- **Have flu-like symptoms**

ATTESTATION: I have read and fully understand the above, warning of risk, assumption of risk, waiver and release of all claims, indemnity agreement, and photo/video policy and warning, and I enter this Agreement voluntarily and sign this Agreement as my own free act. If registering online, my online signature will be substituted for and have the same legal effect as an original hard copy signature. PARTICIPATION WILL BE DENIED if the signature of an adult Participant (or the parent/guardian of a minor/ward Participant) and date are not included.

Printed Name of Participant

Birth date of Participant

Participant Signature or Parent/Guardian Signature

Date

How Did You Hear About US?

Website, Restaurant, Sign on Street, Best Read Guide, Brochure, Trip Advisor, Word of Mouth, Bike Path, Other