

**GENERAL RELEASE, WAIVER,
HOLD HARMLESS, AND INDEMNITY AGREEMENT**

Printed name and address of **RELEASOR**:

Phone: _____

(READ THIS COMPLETELY AND CAREFULLY)

Sun 'n Fun Fly-In, Inc., a Florida corporation not for profit ("SnF"), and Florida Air Museum, Inc., a Florida corporation not for profit ("FAM"), are each Section 501(c)(3), Internal Revenue Code, tax exempt entities, the address of both of which is 4175 Medulla Road, Lakeland, Florida 33811, and both are located at Lakeland Linder Regional Airport, Lakeland, Polk County, Florida ("Lakeland Linder").

The undersigned releasor ("**RELEASOR**") wishes to ride or be a passenger in, assist in the movement or ground handling of, and/or to fly or to pilot or to assist in the flying or piloting or otherwise operate or participate in the operation of an aircraft, including, but not limited to, fixed or rotary wing aircraft, hot air balloons, or any other aerodynamic vehicle or flying machine, and/or to participate or engage in any other activity, event, class, training, experience, or educational, recreational, or developmental event sponsored or co-sponsored by SnF and/or FAM, whether individually or with other persons or entities (the "Activity"). **RELEASOR** acknowledges that he or she desires to participate in the Activity, or a portion of it, which participation could or would accrue, develop, increase, or add to the inherent risk to which the **RELEASOR** could or would be exposed resulting in or involving personal injury including, specifically, death, to **RELEASOR** and/or to others, and property damage resulting from an inherent risk in the Activity. As used in this Agreement, the term "inherent risk" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activity and which are not eliminated even if the **RELEASEES**, or any one of them, acts with due care in a reasonably prudent manner. The term "inherent risk" includes, but is not limited to: (1) the failure by the **RELEASEES**, or any one of them, to warn **RELEASOR** of an inherent risk; and (2) the risk that the **RELEASEES**, or any one of them, or another participant in the Activity may act in a negligent or intentional manner and contribute to the injury or death of the **RELEASOR**. **RELEASOR** acknowledges that he or she has been given permission to participate in the Activity **because of and in consideration for and ONLY as the result of RELEASOR'S willingness to sign this General Release, Waiver, Hold Harmless, and Indemnity Agreement (the "Agreement") and to release and waive his or her claims and rights and to hold harmless and indemnify the RELEASEES, or any one of them, as described specifically below, in Paragraph 4, in this Agreement ("RELEASEES")**. Accordingly, as a condition of participating in the Activity, **RELEASOR**, in consideration for being accepted to participate in the Activity, agrees for himself or herself and for his or her spouse, children, heirs, next of kin, assigns, personal representatives, agents, and insurers as follows:

1. **RELEASOR HEREBY RELEASES, WAIVES, DISCHARGES, AND AGREES AND COVENANTS NOT TO SUE THE RELEASEES, OR ANY ONE OF THEM, FROM OR FOR ANY LIABILITIES, CLAIMS, ACTIONS, SUITS, DAMAGES, COSTS, OR EXPENSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES, ON ACCOUNT OF OR FOR ANY PERSONAL INJURY TO RELEASOR, INCLUDING, SPECIFICALLY, DEATH, OR FOR OR ON ACCOUNT OF ANY DAMAGE TO ANY PROPERTY OF THE RELEASOR WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, OR ANY ONE OF THEM, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH RELEASOR'S PARTICIPATION IN THE ACTIVITY INCLUDING PERSONAL INJURIES, INCLUDING, SPECIFICALLY, DEATH, OR PROPERTY DAMAGE OCCURRING BEFORE, DURING, OR AFTER THE ACTIVITY.**

2. **RELEASOR HEREBY ASSUMES FULL RESPONSIBILITY FOR AND ALL RISK OF ANY PERSONAL INJURY TO RELEASOR, INCLUDING SPECIFICALLY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH RELEASOR'S PARTICIPATION IN THE ACTIVITY, INCLUDING PERSONAL INJURY, INCLUDING, SPECIFICALLY, DEATH, OR PROPERTY DAMAGE OCCURRING BEFORE, DURING, OR AFTER THE ACTIVITY WHETHER DUE TO THE NEGLIGENCE OF RELEASEES, OR ANY ONE OF THEM, OR OTHERWISE. RELEASOR ACKNOWLEDGES THAT HE OR SHE IS FULLY AWARE THAT FLIGHT INVOLVES TRAVEL AND MOVEMENT IN THREE DIMENSIONS AND THAT SUCH IS SUBJECT TO MISHAP, PROPERTY DAMAGE, AND/OR PERSONAL INJURY, INCLUDING, SPECIFICALLY, DEATH, AND RELEASOR VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR AND ALL RISK OF ANY OR ALL OF SUCH.**

3. **RELEASOR hereby holds harmless and indemnifies the RELEASEES, or any one of them, against any and all liabilities, claims, actions, damages, costs or expenses of any nature, including attorneys' fees, for or on account of any personal injury including, specifically, the death of any individual, including, specifically, RELEASOR or for or on account of any property damage to the property of any person or entity arising out of RELEASOR'S participation in the Activity.**

4. **RELEASEES** are: (a) the pilot and/or owner of any aircraft and/or the operator or owner of any other vehicle participating in the Activity; (b) any person or entity providing information or instruction of any kind relating to the flight or operation of an aircraft and/or the movement or operation of any other vehicle at the Activity; (c) Sun 'n Fun Fly-In, Inc., a Florida corporation not for profit; (d) Florida Air Museum, Inc., a Florida corporation not for profit; (e) the City of Lakeland, Florida; and (f) all of the respective officers, directors, employees, agents, contractors, attorneys, affiliates, volunteers, and commissioners of the aforementioned **RELEASEES**.

5. **RELEASOR ACKNOWLEDGES THAT NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, HAVE BEEN GIVEN TO HIM OR TO HER CONCERNING THE SAFETY OR FITNESS OF THE ACTIVITY; THE SAFETY OR THE FITNESS OF THE AIRCRAFT OR THE MOVEMENT OR OPERATION OF ANY OTHER VEHICLE OR THE FLIGHT OR OTHER MOVEMENT OF THE AIRCRAFT OR THE MOVEMENT OR OPERATION OF ANY OTHER VEHICLE; THE SAFETY, FITNESS, OR QUALIFICATIONS OF THE PILOT OR OPERATOR; AND THAT ALL OF THE ACTIVITY INCLUDING THE FLIGHT OR MOVEMENT OF THE AIRCRAFT OR THE MOVEMENT OR OPERATION OF ANY OTHER VEHICLE IS BEING ACCEPTED, AGREED TO, AND ATTEMPTED AT RELEASOR'S OWN RISK AND WITH RELEASOR'S FULL CONSENT AND KNOWLEDGE.**

6. The **RELEASOR** acknowledges that no representations, promises, or inducements apart from the terms set forth in this Agreement have been made by **RELEASEES**, or any one of them.

7. It is agreed by **RELEASOR** that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **RELEASOR** agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion is held invalid, the balance shall, continue in full force and effect.

9. **ATTORNEYS' FEES, VENUE, AND WAIVER OF TRIAL BY JURY: IN ANY ACTION BROUGHT TO ENFORCE OR TO INTERPRET THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEYS' FEES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES INCURRED IN CONNECTION WITH ANY APPEAL OR CERTIORARI PROCEEDING, AND THE SOLE AND EXCLUSIVE VENUE OF ANY SUCH ACTION SHALL BE IN THE CIRCUIT OR COUNTY COURT OF POLK COUNTY, FLORIDA, OR IN THE UNITED STATES DISTRICT COURT FOR THE JUDICIAL DISTRICT IN WHICH POLK COUNTY, FLORIDA, IS OR MAY BE LOCATED. RELEASEES AND RELEASOR RENOUNCE AND WAIVE ANY RIGHT TO HAVE ANY SUCH CONTROVERSY LITIGATED, ARBITRATED, MEDIATED, OR RESOLVED BY ANY OTHER LEGAL OR QUASI-LEGAL PROCEEDING IN ANY OTHER PLACE WHETHER PURSUANT TO THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE. RELEASEES AND RELEASOR RENOUNCE AND WAIVE ANY RIGHT WHATSOEVER TO A TRIAL BY JURY. FOR THE PURPOSES OF THIS AGREEMENT, "ANY ACTION BROUGHT TO ENFORCE OR TO INTERPRET THIS AGREEMENT" SHALL BE CONSTRUED TO MEAN LITIGATION, ARBITRATION, MEDIATION, AND ANY OTHER LEGAL OR QUASI-LEGAL PROCEEDING.**

10. **RELEASOR** warrants that he or she is over eighteen (18) years of age.

RELEASOR HAS CAREFULLY READ AND IS VOLUNTARILY SIGNING THIS GENERAL RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNITY AGREEMENT.

IN WITNESS of my acceptance of and agreement to the foregoing, I, the **RELEASOR**, execute this General Release, Waiver, Hold Harmless, and Indemnity Agreement at Lakeland Linder Regional Airport in Lakeland, Polk County, Florida, on this _____ day of _____, 20____.

Signature of RELEASOR:

(Signature)

(Print Name)

(SnF 01/2015)

Two (2) Witnesses as to Signature of RELEASOR:

(1) _____
(Witness Signature)

(1) _____
(Print Name of Witness)

(2) _____
(Witness Signature)

(2) _____
(Print Name of Witness)