



**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND
HOLD HARMLESS AGREEMENT**

Please read this document carefully before signing. It is intended as a legally binding agreement between you and Wings of Carolina Flying Club, a non-profit corporation incorporated under the laws of the State of North Carolina as The Chapel Hill Flying Club, Inc. (the "Club"). The Club requires that this document be signed by each individual who participates in the use of Club aircraft, or in flight or ground instruction using Club aircraft, or on Club premises, as a pilot, student, instructor, passenger, contractor, or visitor (the "Activity"). A parent or legal guardian must sign on behalf of any individual under 18 years of age.

In consideration for being allowed access to Club aircraft and Club premises to participate in the Activity, **I release and promise not to sue** the Club and its directors, officers, employees, instructors, members, volunteers, agents, and representatives (collectively the "Released Parties" and separately a "Released Party") from and for any and all claims, **including claims of negligence of the Club or other Released Party**, arising from any sickness, personal injury, emotional distress, death, loss, damage or expense suffered or incurred as a result of exposure to SARS-CoV-2, the virus believed to cause COVID-19, COVID-19 the disease, or other infectious agent (collectively the "Virus"), while participating in the Activity.

I understand that while the Club has undertaken steps to lessen the risk of transmission of the Virus in its operations, neither the Club nor other Released Parties will be liable in any manner for risks related to the Virus arising from my participation in the Activity. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that the COVID-19 is a highly contagious and dangerous disease and that contact with the Virus may result in significant personal suffering, injury and death. I am fully aware that participation in the Activity carries with it inherent risks related to transmission of the Virus ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks include, but are not limited to: (1) the risk of coming into close contact with individuals or objects that may be carrying the Virus; (2) the risk of transmitting or contracting the Virus, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from the Virus or its treatment. Further, I understand that the risks of the Virus are not fully understood, and that contact with, or transmission of the Virus may result in risks, including but not limited to risk of sickness, personal injury, emotional distress, death, loss, damage and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. **Nonetheless, I voluntarily accept and assume all risk of sickness,**

personal injury, emotional distress, death, loss, damage and expense arising from the Inherent Risks of my participation in the Activity.

I further agree to hold the Club and other Released Parties harmless from any and all claims and liabilities and the costs of defending such claims including attorneys' fees that may be asserted against the Club or other Released Parties based on my having contracted or transmitted the Virus, directly or indirectly, as a result of my participation in the Activity.

I represent and warrant that, at the time I sign this document, I have not been diagnosed with the Virus or, if diagnosed, I have recovered as demonstrated by a negative Virus test result. I agree to notify as soon as possible a member of the Club's Board of Directors if, within 21 days after last being present in a Club aircraft or visiting Club premises in connection with the Activity, I am diagnosed with or receive a positive test result for the Virus.

I understand this document has legal consequences. I enter into it voluntarily in consideration of the opportunity to participate in the Activity. I acknowledge that I am giving up legal rights and remedies which may be available to me and that I am assuming legal obligations. I understand that this document will be binding on both me and my heirs and successors. I further understand that it is written to be as broad and inclusive as legally permitted by the State of North Carolina. I agree that if any portion of this document is held invalid or unenforceable, I will continue to be bound by the remaining terms.

Participant Name: _____(required)

Participant Signature* _____(required)

Date: _____ Email: _____

*If less than 18 years of age, signature of a parent or legal guardian is required.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____