

WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

In consideration of FlyQuest, Inc., an Alabama non-profit corporation (the "Company"), permitting the undersigned participant (the "Participant") to participate in activities planned, organized and implemented by the Company, including, but not limited to, training flights and other aviation-related activities (collectively, the "Activities"), the Participant and/or the Parent or Legal Guardian to the Participant (if required) do hereby agree as follows:

I fully understand and acknowledge that: (a) the Participant's participation in the Activities may result in death, injury or illness, including, without limitation, bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury and/or blindness, heart attack or other ailments that could cause serious disability; (b) the Participant's participation in the Activities may result in damage to and/or destruction of the Participant's property; (c) these risks and dangers may be caused by the negligence of the Company or the directors, officers, agents, employees, organizers, chaperones or volunteers of the Company, their successors, assigns or representatives, and/or any one or more of them (collectively, the "Company Parties"), the negligence of other participants or guests, accidents, breaches of contract, the forces of nature or other causes; and (d) these risks and dangers may arise from foreseeable or unforeseeable causes. In consideration of the Company permitting the Participant to participate in the Activities, I hereby assume, on my own behalf as the Participant or on behalf of the Participant, all risks and dangers and all responsibility for any losses and/or damages arising in connection with the Activities, whether caused in whole or in part by the negligence or other conduct of the Company Parties, or by any other person.

I hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Company Parties from and against any and all claims, actions, causes of action, liabilities, suits and expenses (including, without limitation, reasonable attorneys' fees) that are related to, arise out of or are in any way connected with the Participant's participation in the Activities, whether caused in whole or in part by the negligence or other conduct of the Company Parties, or by any other person. I specifically understand that I am releasing, discharging and waiving any claims or actions that I or my family members, personal representatives and heirs may have presently or in the future for the negligent acts or other conduct of the Company Parties.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, AND, BY SIGNING IT, I AGREE THAT IT IS MY INTENTION TO EXEMPT, RELIEVE AND INDEMNIFY ALL OF THE COMPANY PARTIES FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE ARISING FROM OR RELATED TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES. I UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT. I AGREE THAT, IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT IS HELD OR ADJUDICATED TO BE CONTRARY TO ANY STATUTE OR LAW OR OTHERWISE UNENFORCEABLE, THE REMAINING PROVISIONS SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

By: _____
(Participant's Signature)

Print Name: _____

Date: _____

If participant named above is under the age of 19 or otherwise lacks capacity to execute:

I am the parent or legal guardian of the Participant named above. I have the legal right to consent to and, by signing below I hereby do consent to the terms and conditions of this Publicity Waiver and Release.

By: _____
(Signature of Parent or Legal Guardian)

Print Name: _____

Date: _____