



New Membership Checklist

Name: _____

Date: _____

Instructor: _____

Membership Type

- Standard Monthly
- Student, Hospital, or Military Monthly with current I.D.
- Yearly/Annual

Paperwork Checklist

- Pilot Information and Enrollment Form
- Access Agreement (**signed by Renter**)
- Aircraft Rental terms and Conditions (**signed by Renter**)
- Flight Instructor/Student Responsibilities Form
- Copy of Driver's License **AND** Birth Certificate **OR** copy of current Passport
- Copy of Pilot License, front and back if applicable
- Copy of Current Medical Certificate if applicable
- Ratings/Endorsements/Certificates if applicable (place a photocopy in file folder)
- Copy of Proof of Non-Owned Insurance (Student Pilot License and Above)

Journays Use Only Below

Initial Dues

Amount: _____ Date Paid: _____

Received by: _____

- Verify all Paperwork
- Confirm Initial Dues Charged
- Memorize Dues as Statement Charge
- Enter Auto Dues Charging



Pilot Information and Enrollment Form

Today's Date: ____/____/____

First Name: _____ Last Name: _____

Phone: _____ (Cell) (Work) (Home)

Email Address: _____

Address1: _____

Address2: _____

City: _____ State: _____ Zip: _____

Emergency Contact: _____

Emergency Phone: _____

Pilot Certificate Number: _____ [N/A]

Type (circle): None Student Private Commercial ATP

Ratings (circle): SEL MEL Inst. CFI CFII CFI-Multi Rotorcraft Glider A&P

DOB: ____/____/____ Last Medical: ____/____/____ Class: 1 2 3

Date of Last Flight Review: ____/____/____

Picture ID Number: _____ State: _____

Requested "SchedulePointe" Username: _____

Password: _____

How did you hear about Journey's Aviation? _____

---Required to act as PIC in Journey's Aircraft---

Date of Non-Owned Aircraft Policy: ____/____/____

Non-Owned Aircraft Policy Co: _____ #: _____



Journeys Aviation, Inc.

Access Agreement

I, the undersigned, understand and accept all costs and responsibilities associated with renting an aircraft, receiving flight instruction, and purchasing other goods and services of **Journeys Aviation, Inc., 3335 Airport Road, Boulder, CO 80301 (herein “Journeys”)** as outlined below. This access agreement supersedes any prior agreement for rental of aircraft, access, and/or membership between Journeys and me. I agree to abide by the rules and policies of Journeys and the Federal Aviation Administration regulations. Such policies of Journeys may be posted on the Internet at www.journeysaviation.com/policies and include without limitation Journeys Aviation Safety Procedures and Practices and Journeys Aviation Renter and Student Policies.

1. I agree to be bound by the Journeys Aviation Aircraft Rental Terms and Conditions as “Renter.”
2. I agree to keep a **valid credit card number** and other information on file with Journeys, and I authorize Journeys to charge the credit card account(s) I provide for any of my unpaid purchases of goods, services, and membership dues.
3. I understand that if my reservation for instruction is cancelled by me within 12 hours of the scheduled time, I may be charged a cancellation fee. The amount of the cancellation fee is equal to one hour of primary instruction. If I fail to show up for a scheduled reservation for instruction, the cancellation fee is equal to two hours of primary instruction. If I show up more than fifteen minutes late, or return the aircraft more than fifteen minutes late, I understand that I may be charged a late fee, which is subject to change.
4. I agree to pay any costs of collection including court costs and attorneys fees incurred by Journeys in an effort to collect amounts I owe Journeys.
5. I understand that Journeys’ prices are subject to change. I understand that the aircraft fleet composition is subject to change.
6. I understand that access to pre-pay “block” discount rates for aircraft rental require prepayment in increments of \$1,000 or more by cash or check. This price program, like others, is subject to change.
7. I elect the following Membership grade (**initial one Membership grade**):

Monthly Access _____ The dues rate for Monthly Membership is \$35.00 per calendar month. I authorize Journeys to charge to my credit card at the beginning of each month. Dues may also be deducted from any available credit balance on my account in case my credit card is declined. **I agree to pay monthly membership dues for at least 60 days after joining or electing Monthly Membership.** My monthly membership and dues will continue until my written notice to Journeys terminating my Monthly Membership status. Monthly membership shall cover full calendar months. I may cancel my monthly membership status beginning the next calendar month anytime before the next month begins. I understand that monthly membership will be automatically selected upon signing this agreement if not otherwise selected.

Annual Access _____ The dues rate for Annual Membership is \$360 (for a savings of \$60.00 annually versus Monthly Membership). At the end of the year term, my membership will revert to Monthly Membership status unless I elect to renew under Annual Membership by notifying Journeys. Annual membership dues are not refundable.

8. **I agree that my liability for payment of dues may only be ended by my written notice to Journeys Aviation, Attention: Accounting@journeysaviation.com.**
 - a. Verbal requests for membership status changes or terminations will not be honored.
 - b. I may provide written notice by U.S. Mail.
 - c. Emailed requests for membership status change are effective if and when they are acknowledged by return email from the general manager or accountant of Journeys.

9. I will only fly or operate those aircraft for which I am qualified and in which I have been properly checked out in and approved to fly by Journeys.
10. I will provide Journeys proof of my individual Non-Owned Aircraft insurance policy, and I will not operate Journeys aircraft as Pilot in Command without being covered by my own Non-Owned policy.

By requesting a termination or cancellation of membership, my status will be changed to that of Non-member. Should I subsequently reserve or rent an aircraft or purchase other products or services, this membership agreement will govern my purchase and conduct. If I make a written notice to terminate this agreement, the agreement will be terminated, and paragraphs 4, 11, 12, and 13 will survive termination.

The Term of this Membership Agreement is one year. The agreement shall automatically renew at its expiration for successive one-year terms unless otherwise terminated by Journeys or by me in accordance with this paragraph.

11. I agree not to disclose to third parties any customer lists, online reservation records, my login credentials for online reservations, or other internal business or training records of Journeys except for my own business or training records.
12. In exchange for access and membership privileges at Journeys, I release Journeys, their officers, staff, instructors, employees, and contractors (herein "released parties") from any liability incurred as a result of my membership and promise not to sue or make any claim against the released parties, whether or not my losses, injuries, suffering, or death was caused by their negligence, including improper action or failure to act. I further instruct my heirs, spouse, family members, legal representatives, and assigns to abide by my agreement with the released parties, including my promise not to sue.
13. I agree to indemnify and hold harmless the released parties from all claims, judgments, and costs, including attorney's fees, incurred in connection with any suits or claims brought as a result of my actions.
14. I agree not to denigrate, disparage, or otherwise cast a negative image of Journeys in any way in print, video, or social media, travel websites, business information websites, or on the internet in general.

Full Name: _____

Address: _____

Credit Card No: _____ Exp. Date: ____/____/____

Name as it appears on Credit Card: _____

Credit Card Billing Address (if different from above)

Journeys Aviation, Inc. has my authorization to keep this card on file.

Signature: _____ Date: _____

I instruct Journeys to contact this person(s) in case of emergency:

Emergency Contact : _____

Emergency Contact Phone Number: _____

I have / have not (circle one) had an aircraft accident or incident (as defined by the Federal Aviation Administration (FAA) regulations) within the past 15 years? If “have,” please describe:

I have / have not (circle one) had an FAA certificate or rating issued to me suspended or revoked? If “have,” please describe:

I certify that all of my statements on this Access Agreement are true, correct, complete, and made in good faith.

Signature / Date: _____ / _____



Journeys Aviation, Inc. Aircraft Rental Terms and Conditions

These Journeys Aviation Aircraft Rental Terms and Conditions (the "Rental Terms") govern the rental of aircraft and associated services at Journeys Aviation, Inc. (herein "Journeys"). The Renter agrees to accept these terms as a condition to renting aircraft at Journeys.

1. **Rental of Aircraft.** These Rental Terms shall apply every time Renter uses an aircraft owned, marketed or operated by Journeys.
2. **Rental Period.** A "Rental Period" shall commence upon Renter's receipt of the aircraft keys and shall continue until the keys and aircraft are returned to Journeys. Renter is responsible for returning the aircraft to Journeys. In the event maintenance or repair problems arise during the Rental Period, Renter may not abandon the aircraft unless pre-authorized by the General Manager, or Chief Instructor, or an owner of Journeys. Renter is responsible for his/her own cost of transportation from the point of abandonment. In the case of an authorized abandonment for maintenance or repair problems, then Journeys will be responsible for aircraft return; otherwise Renter shall be responsible for returning aircraft to Journeys.
3. **Rental Fee.** Renter shall pay Journeys a rental fee for Renter's use of the aircraft according to the prices and policies posted at Journeys. Such rental fee shall be payable immediately following the Rental Period. Journeys is hereby authorized to charge Renter's credit card(s) for any rental fees, flight instruction fees, or merchandise or other service costs if such purchases are left unpaid immediately following delivery or use of such products and/or services. If Renter's account is unpaid and Journeys elects to commence collection actions of any kind, Renter shall pay Journeys for all costs of collection including attorneys' fees, court costs, collection agency fees, interest accruing at a rate of 18% per annum, and any other costs of collection or enforcement.
4. **Route.** The aircraft shall be flown only within the 48 contiguous United States and Canada during the Rental Period
5. **Sole Pilot.** Renter shall be the sole pilot of the aircraft during the Rental Period. Notwithstanding the forgoing:
 - a. Renter may receive flight instruction from a Journeys employee flight instructor whose time during the flight is being billed by Journeys, or a Journeys-approved independent contractor flight instructor.
 - b. During the Rental Period, another Journeys member (herein "Additional Pilot") may act as a pilot in command. The Additional Pilot shall be bound by the terms of his or her Membership Agreement. The Renter and Additional Pilot(s) agree to be jointly and severally liable for damages or injuries occurring during the Rental Period if at any time during Rental Period the Additional Pilot(s) acts as pilot in command. Journeys employee flight instructors providing flight instruction shall not be considered Additional Pilots for this paragraph. The aircraft shall be operated in accordance with Journeys' policies and procedures.
 - c. The Renter will fly the aircraft only from the left seat except and unless Renter is receiving instruction toward a flight instructor certificate from Journeys, and in this case another qualified pilot must be acting as safety pilot from the left seat, unless otherwise approved in writing by Journeys. At all times, Renter shall abide by the policies and procedures of Journeys that Renter acknowledges receipt thereof.
6. **Certificates and Logs.** Renter must hold valid current FAA pilot and medical certificates and, except in the case of student pilots shall meet the FAA's requirements of a flight review. Renter agrees to log all flight time required to meet currency regulations, and Renter agrees to allow Journeys to inspect their flight logs at any time upon request.

7. **Currency.** Renter shall abide by Journeys current experience requirements in documents cited herein including the following: Renter shall have logged flight time at Journeys within 90 days prior to any flight in order to fly without a Journeys flight instructor. Unless Renter has flown at Journeys, a currency flight review with a Journeys CFI is required.
8. **Pre-flight/Inspection.** Renter certifies that he/she shall, prior to takeoff, inspect the aircraft as prescribed by the manufacturer and the FAA, determine that the aircraft is airworthy, and determine that the fuel and oil on board the aircraft is sufficient for its intended use and operation. It is the responsibility of Renter to notify Journeys of any reasonably discoverable pre-existing damage to the aircraft prior to operating the aircraft. If such damage is not brought to Journeys' attention by Renter and such damage is not printed on Renter's dispatch sheet squawk report, then Journeys may assume such damage occurred during a Rental Period, and damage shall be the responsibility of Renter.
9. **Checklists.** Renter shall use either the Journeys provided, or the aircraft manufacturer's recommended pre-takeoff, cruise and pre-landing checklists.
10. **Weather.** Renter shall obtain weather reports or forecasts for the proposed route prior to commencing a flight. Renter may operate the aircraft under visual flight rules if and only if present and forecasted aviation weather reports indicate that basic visual flight rule weather minimums are and will be met for the route of flight. Instrument flight rule operations by Renter must be conducted in accordance with FAA regulations.
11. **Runways.** Renters shall use only established hard-surfaced runways except when authorized by Journeys Management prior to such use, or in cases of emergencies.
12. **Compliance with Laws.** Renter shall file an ICAO flight plan for any cross-country flights outside of Colorado. The aircraft shall be operated only in accordance with all federal, state, and local air regulations and laws.
13. **Prohibited Activities.** The aircraft shall not be used (a) to carry persons or property for hire; or (b) in any race, test, contest or acrobatics, except that aerobatics instruction may be conducted in such aircraft as are designated as acrobatic aircraft by the FAA and by Journeys. Journeys may provide written waivers to allow certain prohibited activities.
14. **Condition of Aircraft.** Renter hereby acknowledges that Journeys is not the manufacturer of the aircraft or the manufacturer's agent, and that Journeys makes no warranty or representation, either express or implied, as to the fitness, workmanship, design, condition, or merchantability of the aircraft, its fitness for any particular purpose, or the quality or capacity of the material in the aircraft.
15. **Renter's Non-Owned Aircraft Insurance Requirement.** All Renters of Journeys aircraft holding a Student Pilot or more advanced Pilot Certificate are required to carry current non-owned aircraft "renters" insurance to provide additional personal protection for both liability and aircraft damage in the **minimum coverage amount of \$250,000 / \$25,000 Bodily Injury and Property Damage liability, \$1,000 Medical, and \$25,000 Aircraft Physical Damage.** Journeys recommends purchasing higher limits such as \$500k / 50K Liability, \$3K Medical, and \$25K Aircraft Damage. Non-owned aircraft coverage can be procured through multiple sources including AOPA, EAA, AVEMCO www.avemco.com/ja09 or Journeys insurance broker Southwest Aviation Insurance, www.southwestaviation.com. Coverage can be bound online in a short amount of time at the FBO if needed.
16. **Damage Responsibility.** At the termination of the Rental Period, Renter shall return the aircraft to Journeys in the same condition as when received. Renter acknowledges that renting an aircraft always carries some risk of financial loss due to the cost of the equipment, its complexity, weather and other factors, and the fact that machinery and pilots do fail from time to time.
 - a. **If damage to aircraft occurs for any reason whatsoever during the Rental Period, including damage that occurs through no fault of the Renter, Renter shall be liable to Journeys Aviation for the first \$3,000 of damage to any single-engine rented aircraft and for the first \$8,000 of damage to any twin-engine rented aircraft,** except as provided in paragraph 16 b. wherein liability of Renter is not limited. Damage includes but is not limited to damage caused by pilot error, weather, and loss due to wear, tear, deterioration, freezing, mechanical, structural, hydraulic, pneumatic, or electrical failure or malfunction.

- b. The **\$3,000 limitation and \$8,000 limitation** of liability on Renter's part set forth in 15 a. **does not apply to any of the following:**
- i. To cases of Renter's gross negligence or willful misconduct;
 - ii. To any liability Renter assumes;
 - iii. When the aircraft is:
 1. Operated with Renter's knowledge and consent for either an unlawful purpose or for a purpose not within Journeys' approved use.
 2. In flight when a special permit or waiver is required by the FAA unless pre-approved by Journeys owners, general manager, or chief instructor;
 3. Piloted by anyone other than Renter or a Journeys employee flight instructor whose time during the flight is being billed by Journeys, or a Journeys-approved independent contractor flight instructor.
 - iv. In flights where aircraft is used for:
 1. Aerial advertising, towing, or any other commercial purpose;
 2. Hunting, herding, or spotting of animals of any kind including bird and fish;
 3. Patrol or surveillance of any kind including power lines, pipelines, traffic or fires;
 4. Flight instruction except flight instruction provided by a Journeys employee whose time during the flight is being billed by Journeys, or a Journeys-approved independent contractor flight instructor;
 5. Skydiving or parachuting;
 6. Closed course racing; or
 7. Commercial transportation of persons or property.
 - v. In flights where Renter is a Student Pilot and is pilot-in-command:
 1. When there is a passenger in aircraft and the passenger is not a Journeys approved certified flight instructor; or
 2. When the Student Pilot is not under the direct supervision of a Journeys certified flight instructor for the flight involved.
 - vi. If Renter breaches these Rental Terms or owes Journeys more than \$50.00 and does not pay such amounts due within seven (7) days following the rental period.
- c. **Renter Liability for Other Than Aircraft Damage.** Renter may be held responsible for damage to persons and property other than rented aircraft. Journeys carries insurance primarily for the benefit of Journeys Aviation, Inc, its owners and employees. This policy does not necessarily provide any coverage to the renter, who may be held responsible for not only the Journeys' deductible, but for all damage and liability which was caused in part or in full by the renter's negligence. Journeys' insurer has **NOT** waived its rights of subrogation against Renter. Per Paragraph 15, Journeys requires a minimum non-owned aircraft policy be held by all pilots before flying a Journeys aircraft, and recommends that all pilots consider higher than minimum coverage.
17. **Clean-up fees.** A fee of \$100.00 (or higher, if deemed necessary by the General Manager) shall be payable by Renter if an aircraft is returned excessively/unusually dirty (examples: pet hair, spilled drinks/food, excessive trash, stickers on windows, the presence of bodily fluids, etc.). Renter agrees to return aircraft with all trash removed and to assist in cleaning aircraft wind screens and leading edges of accumulated bugs, oil, and other material as may accumulate.
18. **Emergency Repairs.** Emergency repairs shall be defined as repairs to the aircraft, which, due to statute, regulations, mechanical failure, or damage should be made to the aircraft before further flight. Should the aircraft require emergency repairs, Renter shall comply with the following procedures: (a) contact Journeys' owner, Chief Flight Instructor, or General Manager for instructions; (b) if no contact can be made and repair can be accomplished for one hundred fifty dollars (\$150.00) or less, Renter may authorize and make payment for the repairs. Renter shall be reimbursed for monies expended unless the expenditure is Renter's responsibility under this Agreement. Under no circumstances may Renter authorize repairs to the aircraft unless the above procedure is followed and the conditions met. Under no circumstances shall the aircraft be flown by Renter without repair if doing so would violate any governmental statute or regulation or compromise the safety of the Renter, his/her passengers, or the aircraft.
19. **Accidents.** Renter agrees to report to Journeys any accident, mishap, incident, or physical damage to the aircraft as soon as practicable, but in no case later than twenty-four hours after its occurrence. The Renter shall not in any manner aid any claimant but shall cooperate fully with Journeys' aviation insurance company in all matters connected with the investigation and defense of any claim or suit.

20. **Alterations.** Renter agrees not to make any additions, alterations, or improvements to the aircraft.
21. **Indemnity.** Renter agrees to release, indemnify and hold Journeys, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever including all costs, attorney's fees, and expenses incidental thereto which may be suffered by or charged to Journeys by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Renter of any covenant or condition of the Rental Terms or by any act or failure to act of Renter. Without limiting the above, Renter shall pay all fines, penalties, forfeitures, court costs and other expenses for parking, landing fees or other legal violations assessed against Journeys, the aircraft, aircraft owner, or Renter with respect to the use of the aircraft during the Rental Period.
22. **Force Majeure.** Journeys shall not be liable for its failure to perform under these Rental Terms or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of god, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Journeys' control.
23. **Disclaimer of Liability.** Journeys hereby disclaims, and Renter hereby releases, Journeys from any and all liability, whether in contract or tort (including liability for strict liability and negligence), for any loss, damage, or injury of any nature whatsoever sustained by Renter, its employees, agents, or invitees during the term of these Rental Terms, unless such loss, damage, or injury is caused by Journeys' gross negligence or intentional, willful misconduct. In addition, the parties hereby agree that under no circumstances shall Journeys be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including liability for strict liability and negligence), such as but not limited to, loss of revenue or anticipated profits or other damage related to the renting of the aircraft under these Rental Terms.
24. **Agents.** Certain flight instructors approved as flight instructors at Journeys may be independent contractors to Renter and are not employees or agents of Journeys. Such instructors are identifiable as such if they are named on Journeys' website as "independent instructors" and if their services are billed by instructor directly to Renter and not billed by Journeys to Renter. There is no agency relationship, either express or implied, between such non-employee flight instructors and Journeys.
25. **Exclusive Relationship for Employed Instructors.** Renter warrants and represents that he/she shall accept no paid or unpaid ground or flight instruction from Journeys-employed instructors except that which is billed by Journeys to Renter.
26. **Sublease/Assignment.** Renter agrees not to sublease the aircraft or to assign these Rental Terms. Neither these Rental Terms nor the Agreement are assignable by Renter.
27. **Default.** If the Renter defaults in the performance of any of his/her obligations under these Rental Terms, Journeys reserves the right to cancel these Rental Terms and to take possession of the aircraft at any time and any place without notice. Exercise by Journeys of either or both of the rights specified above shall not prejudice Journeys' right to pursue any other remedy in law or equity. Renter agrees to bear all expenses incurred in flying or transporting aircraft back to either Rocky Mountain Metropolitan Airport or Boulder Municipal Airport.
28. **Governing Law.** These Rental Terms shall be construed in accordance with the laws of the state of Colorado. Actions brought hereunder shall be in Boulder County Colorado. The parties agree to settle disputes of less than \$5,000 in Boulder County, Colorado small claims court and agree to settle disputes of \$5,000 or more according the rules of the American Arbitration Association. Any judgment under such arbitration may be entered into any court of competent jurisdiction for enforcement.
29. **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of these Rental Terms shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either party in law or equity.
30. **Amendments.** These Rental Terms may be modified by written notice of Journeys to Renter at Renter's address provided herein or at such other address as is on the most recent two invoices presented to Renter. Such changes shall become effective as set forth in the notice or 15 days after mailing, whichever is later. Renter may elect to terminate these Rental Terms in writing if Renter does not accept changed terms.

31. **Waiver.** The waiver by either party of any covenant or condition of these Rental Terms shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
32. **Successors Bound.** These Rental Terms shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.
33. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to these Rental Terms the entire Rental Terms shall not be void but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

Signature / Date: _____/_____



Flight Instructor / Student Responsibilities

Journeys Aviation, Inc. instructors are highly trained and proficient in their craft with many years of experience among them. Just like you, their time is valuable. In an effort to ensure a smooth operation and for the protection of all parties involved, please be aware of the following:

- The Flight and Ground Instruction curriculum at Journeys Aviation have been standardized under a unified syllabus that has been accepted by the FAA as an excellent method for teaching the art of flight. Each instructor follows this same syllabus as prescribed by the Chief Flight Instructor, to ensure uniformity of instruction.
- Both student and instructor agree to go through Journeys Aviation for scheduling and billing of ground instruction and flight time, even if meeting off-site.
- Please arrive early or on time for your flight lesson. Journeys Aviation has a 15-minute rule that causes your reserved aircraft to revert to an available condition 15 minutes after the start of your appointment.
- Please cancel lessons at least 24 hours in advance. Failure to cancel in a timely manner (other than cancellation due to weather) may result in charges being assessed at the following rates:

Less than 12-hour notice: 1 hour of primary instruction time

No Call / No Show: 2 hours of primary instruction time

- Be prepared for each lesson, mentally and physically. If you are given a written or reading assignment, have them completed prior to your next lesson so you can take full advantage of the time you have with your instructor.
- Be prepared to assist in cleaning excess papers, wrappers, containers, rags, wipes, towels and miscellaneous debris from the aircraft as well as assisting in cleaning the wind screen and leading edges of the aircraft with cleaning supplies provided by Journeys.

Note: Front Desk personnel do not have the authority to leave a flight or ground instruction fee unpaid “on account” unless you have prepaid or have a credit balance “on account.”

Print Name: _____

Signature: _____ Date: _____

JOURNEYS AVIATION, INC.
RELEASE AND WAIVER OF LIABILITY

At my request, I am being permitted to participate in flying activities, including aerial flight and ground operations, with Journeys Aviation, Inc. (hereafter designated Journeys), a Colorado Corporation and its employees. Powered aircraft, gliders, tow planes and other vehicles and or equipment owned and operated by Journeys and its employees may be involved.

I understand that there are many significant risks, some predictable, some unpredictable, some known and some unknown, inherent in aerial flight and ground operations in powered or glider aircraft, including the risk of an aircraft accident resulting from pilot error, tow pilot error, maintenance error, instructor error, supervisory error or otherwise. I am knowingly and voluntarily assuming all of these risks and the consequences of these risks, including risk of my personal injury or death resulting from negligence or carelessness of Journeys, its employees, its officers, its directors, its agents, its instructors, its pilots, its tow pilots, its staff, or those otherwise acting on its behalf, including the estates, families, heirs and assigns of these entities and persons (hereinafter referred to collectively as “the releasees”).

I do not want to put any assets of Journeys or of any of the other releasees at risk from claims or litigation resulting from my participation. It is my specific intent that if I become injured or killed while participating in training and or other flight or ground related activities, that no claims be made against Journeys or any of the other releasees, even if my injury or death were to arise out of the negligence or carelessness of Journeys or of any of the other releasees.

I understand and acknowledge that it is my responsibility to provide adequate life insurance, medical insurance and disability insurance on myself, or to possess sufficient assets to take care of the needs of myself, my survivors and my beneficiaries, should I be killed, injured, or disabled.

NOW, THEREFORE, in consideration of being allowed to participate in aviation related activities, on behalf of myself and my heirs, assigns, and beneficiaries, I knowingly and voluntarily release and forever hold harmless Journeys and the other releasees from any and all claims, causes of action or lawsuits which might be asserted by me, my estate, members of my family, my heirs, my assigns, my beneficiaries, or anyone asserting a claim arising from my injury or death. Further, on behalf of myself and my heirs, assigns, and beneficiaries, I agree not to denigrate, disparage, or otherwise cast a negative image of Journeys in any way in print, video, or social media, travel sites, business review sites, or the internet in general.

Moreover, on my own behalf and on behalf of my heirs, assigns and beneficiaries, I knowingly and voluntarily waive and relinquish any claim arising from my participation in aerial flight or ground operations, including travel to and from the location of the flight, which I or my heirs, assigns or beneficiaries might otherwise ever have against Journeys or the other releasees.

I further direct that if any such litigation is instituted, this document may be asserted as a complete defense and, as it reflects my intent prior to any accident, it shall be admitted at trial as evidence of my intent and my agreement with Journeys.

If any portion of this document is held to be void, I direct that the other portions of the document remain in full force and effect.

Date

Signature

Printed Name

On behalf of myself, and my heirs, executors, assigns and beneficiaries

Printed Name and Signature of Parent or Guardian if Participant is under 18