

**WAIVE LIABILITY, ASSUME RISK, AND INDEMNIFY: Passengers**

The person identified below (The "Passenger") wants to take part in the **Women Fly! 2017: Aviation Career Fair** event, including flying in an airplane. The Manitoba Chapter of the Ninety-Nines International Organization of Women Pilots (MB 99s) Women Fly! 2017: Aviation Career Fair event is conducted by volunteer pilots who are licensed by the Ministry of Transportation (MOT). These volunteer pilots fly a wide variety of aircraft that are also licensed by the MOT.

I represent and warrant that I am the Passenger (for legal adults), or the Passenger's parent or legal guardian (for youth passengers) and that I have the authority to enter into this agreement on behalf of the Youth Passenger. In exchange for being allowed to take part in the MB 99s Women Fly! 2017: Aviation Career Fair event, the Passenger (for legal adult) or the Youth Passenger and I (for youth) agree as follows:

**AGREEMENT TO WAIVE LIABILITY AND NOT TO SUE**

The Passenger (for adult) or the Youth Passenger and I (for youth), (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge: (a) the Manitoba Chapter of the Ninety-Nines International Organization of Women Pilots (b) the Springfield Flying Club; (c) Recreational Aircraft Association; (d) Women in Aviation International; (e) International Women of Aviation; (f) St. Andrews Airport CYAV; (g) University of Manitoba; (h) and the officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes used in the MB 99s Women Fly! 2017 Aviation Career Fair event) of each of those corporations (collectively, the "Releases") from, and agree not to sue the Releases or any of them for, any and all claims against the Releases for any injury or death arising from the Passenger or Youth Passenger and I participation in the MB 99s Women Fly! 2017: Aviation Career Fair event. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of the Releases, other than those resulting from gross negligence or willful misconduct of such Releases.

**ASSUMPTION OF RISK**

The Passenger (for adult) or the Passenger and I (for youth) understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. If the Youth Passenger is old enough to understand these risks, I have explained them to him/her. The Passenger (for adult) or the Youth Passenger and I (for youth), (for ourselves, our heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the MB 99s Women Fly! 2017: Aviation Career Fair event.

**INDEMNIFICATION**

The Passenger (for adult) or the Youth Passenger and I (for youth), agree to indemnify and hold the Releasees harmless from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the MB 99s Women Fly! 2017: Aviation Career Fair event. This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent, however, indemnification of any Release is not required if such Releasee is grossly negligent or has engaged in willful misconduct.

**PHOTO AND IMAGE RELEASE**

The Passenger (for adult) or the Youth Passenger and I (for youth), hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of the Passenger and/or Youth Passenger taken at or derived from her/his participation in the MB 99s Women Fly! 2017: Aviation Career Fair event (the "Images") in whole or in part, with or without alteration or modification, in any and/or all manner and in any/or all media, in connection with Springfield Flying Club, MB 99s, and Lyncrest/St. Andrews Airport's activities, events, publications and publicity.

**LEGAL ADVICE**

The Passenger (for adult) or the Youth Passenger and I (for youth), know that we can talk to our legal advisor about this Agreement and we have either done so or chosen not to. We understand that we have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

**Before Signing, Carefully Read This Entire Agreement**

**Note from the Manitoba Chapter of the Ninety-Nines International Organization of Women Pilots and St. Andrews Airport CYAV and all Releasees: If an accident were to occur, you, or the youth passenger and you (by signing this Agreement) would be giving up legal rights and incurring legal liabilities.** If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

**For Youth Passenger:**

\_\_\_\_\_  
Parent or Guardian's SIGNATURE

\_\_\_\_\_  
PRINT Young Person's Name

\_\_\_\_\_  
PRINT Parent or Guardian's Name

\_\_\_\_\_  
Date

**For Adult Passenger:**

\_\_\_\_\_  
PRINT Adult Passenger's Name

\_\_\_\_\_  
SIGNATURE OF Adult Passenger

\_\_\_\_\_  
Date