

\*\*\* RUNWAY USE AGREEMENT \*\*\*

FLYING DIAMOND AIRPARK LLC. Registration/Waiver Form

ASSUMPTION OF RISK

I. DISCLOSURES:

ASSUMPTION OF RISK: I understand and acknowledge that I am fully aware that flying activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, and by execution of this agreement, I expressly and voluntarily assumes all risk of death or personal injury and or property damage that may be sustained while participating in flying activities conducted on the Airpark's premises, even if the injury or death results from the passive or active negligence of the released parties.

INSURANCE WAIVER: I am advised that my participation in any activity within the park is not covered by any personal accident or general liability insurance policy that may be issued to flying diamond Airpark LLC. THEREFORE, having read the above, and in consideration for being permitted to utilize the facilities and equipment of the Airpark for the purpose of participating in flying activities and related collateral activities, I hereby bind myself, my heirs and/or personal representatives as follows:

II. ADVANCE WAIVER OF LIABILITY: You, your heirs and/or personal representatives agree not to sue or make a claim against Flying Diamond Airpark LLC or any property owners therein, (hereinafter the released parties) for the recovery of damages or other losses sustained in connection with any activities that you may participate in at the Airpark which may be caused in the future by the passive or active negligence of the released parties otherwise.

III. RELEASE AND DISCHARGE: Additionally, you, your heirs and personal representatives agree to forever release and discharge the Airpark and its officers, agents and property owners (the released parties) from all liabilities for claims, judgments and costs (including attorneys' fees) that may be incurred in connection with any injury to property or person including death arising out of your participation in any activity within the Airpark facilities.

IV. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: You, your heirs and/or personal representatives further agree to indemnify and hold harmless the Airpark's officers, agents and property owners for any and all liabilities, claims, demands or causes of action arising out of your participation in flying activities which results in bodily injury or property damage to him/herself, other persons or property, and which may be caused by the passive and/or active negligence of the released parties.

V. MEDICAL STATEMENT: You certifies to your physical condition and sobriety as follows: I, hereby certify that I do not suffer from any physical infirmity or chronic illness which would adversely affect my ability to engage in flying activities. I further certify that I have not taken any alcoholic beverages or drugs within the last twelve hours, nor have I taken any prescription medication which might impair my ability to engage in

flying activities. I acknowledge that it is against Federal, State and the Airpark's rules and regulations to take either alcohol or drugs while engaging in flying activities, and I agree to abstain from so doing.

VI. ATTORNEYS' FEES AND COSTS: In the event of a dispute over the terms and conditions of this release, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in addition to other relief as may be awarded by a court of competent jurisdiction.

VII. FORUM: The parties agree that venue for any legal proceeding shall be the County of Pima, State of Arizona.

VIII. WORDS AND GENDER OR NUMBER: As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. WHEREAS, I, having read this disclosure and waiver, declare the following: I am over the age of eighteen. I have read this Agreement and am aware of its contents and acknowledge that the risks and liabilities involved have been fully disclosed to me, and I fully understand that by executing this document, I have knowingly assumed all risks involved. I understand that I have waived my legal rights as well as the rights of my heirs and/or personal representatives to bring an action for the recovery of damages due to any injury to my person or property, including my death, against the released parties even if the cause of my injury or death was the result of the passive or active negligence of the released parties. I further certify that I have executed this document of my own free will.