

**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

THIS IS A TWO-PAGE DOCUMENT. READ BOTH PAGES BEFORE SIGNING.

PARENT OR LEGAL GUARDIAN MUST COMPLETE THIS FORM IF YOU ARE UNDER THE AGE OF 18 OR CONSIDERED A MINOR IN YOUR STATE OF RESIDENCE (i.e., under the age of 21 or 18, as applicable).

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the FLIGHT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the FLIGHT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the FLIGHT(S). I have inspected the premises, facilities, and equipment to be used or with which the Minor may come in contact and I will have the minor make such inspections. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE FLIGHT(S) AND WILL NOTIFY BARTOW FLYING SERVICE OFFICIALS IMMEDIATELY.

2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF FLIGHT(S) ARE POTENTIALLY DANGEROUS AND participation in the Flight(s) and/or entry into Restricted Areas INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Flight(s) the rules of the Flight(s), and the negligent enforcement thereof, the condition, operation, design, and layout of the premises and equipment, or lack or insufficiency thereof, or THE NEGLIGENCE OR FAULT OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.

3. I consent to the Minor's participation in the Flight(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSES, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR FAULT INCLUDING WITHOUT LIMITATION NEGLIGENT RESCUE OR MEDICAL OPERATIONS OF THE "RELEASEES" NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE City of Bartow, Bartow Municipal Airport and Development Authority, Bartow Executive Airport, representatives, instructors, employees, contractors, or any subdivision thereof, tower operators, officials, aircraft owner, pilots, rescue, safety or medical personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Flight(s), premises or flight inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Flight(s) and each of them, and each of their respective parents, directors, officers, agents and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, THE MINOR, my AND THE MINOR'S PERSONAL REPRESENTATIVES, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT OF THE "RELEASEES" OR OTHERWISE.

5. If, despite this release, I the Minor or anyone on the Minor's behalf makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO ANY CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER SUCH CLAIM IS BASED ON THE NEGLIGENCE, FAULT OF THE RELEASEES OR OTHERWISE.

6. The parent's or legal guardian's signature on this application must be witnessed by a Bartow Flying Service Representative or bear the notarized signature of parent or legal guardian (such signature shall be on behalf of both parents where the minor has two parents), which shall acknowledge and be a waiver and release of any and all claims such parent(s) or legal guardian may have. I sign this agreement on my own behalf and on behalf of the Minor as the authorized parent or guardian of the Minor. I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT OR NEGLIGENCE, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Print Name of Minor Participant

Minor Participant's DOB and Age

ALL SIGNATURES MUST BE NOTARIZED OR WITNESSED BY A Bartow Flying Service Representative

Parent or Legal Guardian Signature: _____ Date: _____
I HAVE READ THIS RELEASE

Parent or Legal Guardian Printed Name: _____

Parent or Legal Guardian Signature: _____ Date: _____
I HAVE READ THIS RELEASE

Parent or Legal Guardian Printed Name: _____

Witness (BFS Representative ONLY): _____ Date: _____

***** OR HAVE NOTARIZED BELOW *****

Subscribed and sworn to at _____ before me

this _____ day of _____, A.D. 20 _____

Notary Public _____ County _____

State of _____ My Commission Expires: _____