

Wings Over Waxhaw Flying Club, Inc.  
**APPLICATION FOR MEMBERSHIP  
SUPPLEMENT**

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. I acknowledge that any Aircraft Flight Operations provided by the Wings Over Waxhaw Flying Club , Inc (WOW). involves the possibility of injury or death and damage to property.
2. In consideration of participation in WOW, Inc. aircraft rental/Flight Operations, I hereby state the following:
  - I. I waive, release, and discharge WOW Inc. and any of its officers, or agents from any and all claims, losses, or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, or damage of any kind. To the extent possible by law, I hereby waive, release and discharge all parties notwithstanding their own negligent acts or omissions or the negligent acts or omissions of others.
  - II I agree that I will not bring any action or claim against any of the parties hereby released for any reason associated flight operations or any activity related to aircraft rental/flight operations or within aircraft or airport facilities.
  - IV. I agree to indemnify, protect and hold harmless the parties hereby from any and all claims , demands, causes of action, suits or coasts whatsoever asserted by any person, firm, or corporation arising from the operation of aircraft by member, specifically including, but not limited to, operation of aircraft by member in violation of any United States Federal Aviation Administration or WOW, Inc. Policies and Procedures, made or liabilities assessed against them as a result of my participation in aircraft usage/flight.
  - V. This agreement shall be binding upon their heirs, legal representatives, and successors of the parties hereto.
  - VI. Member agrees that he/she has received a complete copy, read and fully understands the Policies and Procedures for WOW, Inc. aircraft usage and agrees to abide by the same in all respects.
  - VII In the event the Member violates any of the terms of the Policy and Procedures, the member agrees to reimburse WOW, Inc. the sum of reasonable attorney's fees and costs incurred to enforce its terms and conditions.

\_\_\_\_\_ Initials

- VIII Member agrees to adhere to the United States Federal Aviation Regulations and to the Policies and Procedures for WOW, Inc. aircraft usage as they may be amended from time to time. The Policies and Procedures for WOW, Inc. aircraft usage are incorporated herein by reference as is fully set forth therein.
- IX Member, shall be responsible for the cost of any deductible under the WOW, Inc. Insurance policy as well as consequential losses if member's negligence causes physical damage to the aircraft
- X In the event any liability or hull insurance carried by WOW, Inc. does not apply to or cover any incident or occurrence during Member's use of the aircraft due to member's negligence or misconduct, Member shall be liable for all losses, damages, costs, awards, verdicts, or other expenses (including reasonable attorney fees and costs) suffered by WOW, Inc.
- XI If applicable, I hereby affirm that I am the parent or legal Guardian of:  
\_\_\_\_\_

I hereby affirm that I am eighteen years of age or older. I have read this document and I understand its content.

<b>PARENT or LEGAL GUARDIAN, if applicable</b>	
_____	
<i>Print (Full name – First-Middle-Last)</i>	
_____	Date: _____
<i>Signature</i>	<i>Month-day-year</i>

<b>Family Member if age 18 or Older</b>	
_____	
<i>Print ( Full name – First-Middle-Last)</i>	
_____	Date: _____
<i>Signature</i>	<i>Month-day-year</i>

IN WITNESS WHEREOF, the parties set their signatures on the date below  
PRESIDENT

\_\_\_\_\_

*Print – Full Middle – Last*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Month-day-year*

WOW Form 2018-7 (revision 3) May 13, 2019