



## Aviation Career Education (ACE) Academy Waiver of Liability Form

### Statement of Parental/Participant Responsibilities, Assumption of Risk, & Release of Liability Agreement

I, having signed in the space below, as the parent/guardian/participant of named child/participant below, hereby agree to abide by all rules, regulations and policies as established by Fayetteville Regional Airport (FAY) and give approval for his/her involvement in any and all related activities during the Summer 2024 ACE Academy. I understand during this Academy my child/I could possibly participate in an introductory flight under the control of a licensed aircraft pilot. I give consent to injuries which may occur from activities, including transportation to and from airport facilities, and that FAY cannot guarantee injuries will not occur, I also give this consent having informed myself of the inherent risks associated with the Academy. **For myself and on behalf of participant, I DO HEREBY WAIVE, RELEASE AND DISCHARGE, ABSOLVE, DEFEND, INDEMNIFY, AND AGREE TO HOLD HARMLESS THE CITY OF FAYETTEVILLE (City), FAY, its employees, officers, agents, elected officials, successors and assigns, parent or local league organization, organizers, sponsors, supervisors, participants, and persons transporting participant to and from activities AGAINST ANY ACTION, CLAIM, COST, FEE, OR EXPENSES as any of them may incur ARISING OUT OF OR DEFENDING ANY SUCH ACTION OR CLAIM RELATED TO ANY SUCH INJURIES WHICH ARISE AS A RESULT OF ACTIVITY ENGAGEMENT BY THE PARTICIPANT. Indemnification of the City by parent/guardian/participant does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.** I also grant permission to managing personnel or other department representatives, to authorize and obtain medical care from any licensed physician, hospital or medical clinic should participant become ill or injured while participating in activities when neither parent/guardian is available to grant authorization for emergency treatment. **IN THE EVENT ANY EMERGENCY OR MEDICAL TREATMENT IS REQUIRED as a result of activity involvement by participant, I RELEASE AND FOREVER DISCHARGE THE CITY AND FAY and its employees, officers, agents, affiliates, successors and assigns, FROM ALL CAUSES OF ACTION, suits, claims, demands, or any other damages or costs ASSOCIATED WITH ACTIONS TAKEN RELATIVE TO THE HEALTH, SICKNESS, AND TREATMENT OF PARTICIPANT. I AGREE THAT PHOTOGRAPHS, RECORDINGS or any other record created MAY BE USED for the purpose of promoting programs operated by FAY and the City AND FURTHER AGREE TO RELEASE AND DISCHARGE ANY AND ALL CLAIMS OR LIABILITY ASSOCIATED THEREWITH.** I hereby take responsibility for the information contained in the 2024 ACE Academy Registration Form, which will accompany this Agreement, and its accuracy to the best of my knowledge. I also understand that if the information provided is not correct, participant will be ineligible to participate. I have read and fully understand that these terms are not a mere recital. In consideration of being allowed to participate in the activities sponsored by the City, by and through FAY, on the premises owned or operated by the City or FAY including, but are not limited to, lectures, aircraft flights, long sitting/standing, use of premises or equipment, and airport tours (airfield and terminal), and involvement in special events (hereinafter referred to as "participation"), the undersigned acknowledges, understands, and agrees that:

1. Participation in certain activities may not allow for proper social distancing measures and practices. Therefore, participation may create a potential exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19 (coronavirus). While particular rules and

personal discipline, choices, and behavior may reduce risk, the risk of serious illness and death does exist (the risk of serious illness and death hereinafter referred to as “ALL SUCH RISKS”); and

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my and/or my child’s participation; and

3. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE CITY, FAY, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSONS OR PROPERTY, WHETHER ARISING FROM ANY ACT, OMISSION OR NEGLIGENCE OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY WITH A SOUND MIND AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name (First and Last of Child/Participant): \_\_\_\_\_

Signature of Child/Participant (if 18 or older): \_\_\_\_\_

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

Name (First and Last) of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

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