

Pacific Bonanza Society

WAIVER AND LIABILITY RELEASE BY PBS FLY-IN PARTICIPANT

THIS DOCUMENT AFFECTS IMPORTANT RIGHTS – PLEASE READ CAREFULLY

1. **Assumption of Risk.**

I intend to participate in activities sponsored by the Pacific Bonanza Society, their Board of Directors, agents, or employees (hereafter “PBS”) in or outside of the United States of America, during which time I will either be operating an aircraft or a passenger in a participating aircraft. I understand that traveling to and from PBS events and in particular traveling in private aircraft, necessarily entails a risk of grave bodily injury or death from pilot error or other circumstances. Private aircraft flights can crash from mechanical failure, negligent maintenance, range and altitude limitations of aircraft, defects in runways and unimproved landing strips, interference by wildlife, limited or non-existent air traffic control and radar coverage, limited approach procedures to controlled airports, lack of instrument approach and departure procedures at airports of use, limited or non-existent search and rescue, unfavorable weather or terrain conditions, latent defects in aircraft or other modes of transportation, the possibility of contaminated fuel, hostile environment or government activities, terrorist acts, lack of sufficient security for aircraft and personnel, or other causes, or a combination of causes. I expressly agree to assume the risks inherent in travel to, from, and within the PBS fly-in activity, by private aircraft or otherwise.

I understand and acknowledge that PBS does not assume any responsibility or liability for the safety of any participating aircraft, pilot or passengers, during any of the travel, flight operations, or other described activities that are in any way related to those specified in the literature provided to me prior to these travel activities. PBS have made no representations or warranties to me regarding any of these activities, and I have received no promises or other warranties from any of them that they assume any legal liability or responsibility for any accident, injury, mishap, occurrence, or other adverse event, which might occur during these activities.

2. **No PBS Insurance.**

I understand and acknowledge that PBS maintains *no insurance*. It has neither liability nor workers’ compensation insurance. Further, I understand and acknowledge that PBS’s directors and officers may be immune to suit and that there will be no other funds from which to recover in the event of an aircraft or vehicular accident.

3. **Understanding of Risks.**

By signing this Waiver and Liability Release, I am indicating that I fully understand and am aware of the risks referred to above and that, after consideration of those risks, I wish to participate in the activities of PBS, including flying within an aircraft, without imposing any risk of liability on PBS.

4. **Release and Waiver of Liability.**

Being fully informed of the risks of traveling to/from and participation in a PBS activity, and having agreed to assume those risks, I, on behalf of my heirs, successors, assigns, agents, employees, and representatives, hereby release and forever discharge PBS and its directors, officers, volunteers, agents, attorneys and employees, and their families from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, known or unknown, including personal injury and death, which I may now own or hold, or have at any time heretofore owned or held, or may at any time hereafter own or hold by reason of any matter, cause or thing whatsoever, occurred, done, omitted or suffered to be done, in connection with my travel by

aircraft or other vehicle to and from activities presently or hereafter sponsored or organized by PBS, its directors, officers, employees, members or volunteers.

5. **Waiver of California Civil Code Section 1542.**

Further, I am advised that California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of California Civil Code § 1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected.

6. **Full and Complete Release.**

I understand and acknowledge that this Waiver and Release of Liability is intended as a complete and continuous release for all trips or activities participated in by me on or after the date that I sign this Waiver and Release of Liability.

7. **Right to Legal Counsel.**

I understand and acknowledge that I may seek advice from legal counsel if I have any doubt before signing this Agreement. By signing this Agreement **I acknowledge** that I have either sought the advice of legal counsel or wish to now intentionally **waive the opportunity to talk to a lawyer** by my signature on this Agreement.

8. **Understanding of This Document.**

I understand and acknowledge that by signing this Agreement, I am confirming that **I understand the language used in it.** I represent that if there is any word or phrase that I did not understand, that I have sought the advice of an attorney or other person for an explanation. I acknowledge that neither I nor my heirs or representative will later claim in the event of injury, death or property damage, that I did not understand what I was signing in this Agreement.

9. **Indemnification Obligation.**

I agree to hold harmless and indemnify (reimburse) the parties being released for any costs or attorney's fees that may be incurred as a result of any challenge to this Release or legal action brought in contravention of this Agreement, in litigation resulting from my injury, death or property damage, in connection with any activity with PBS.

10. **Full and Complete Agreement.**

I understand and acknowledge that this Release is a full and complete agreement with regard to the risks I am taking by embarking on a PBS activity. No other documents, oral promises or other information can be used to modify or alter the terms of this Waiver and Liability Release. This agreement is a fully integrated, final and complete statement of the agreement I have entered into. If any provision of this Release is declared invalid, the remaining provisions remain enforceable.

11. **California Law to Apply.**

I understand and acknowledge that this Waiver and Liability Release is a private contract entered into in California and that it shall be governed by California law, regardless of where any occurrence covered by this agreement takes place.

Pacific Bonanza Society

Member No: _____

Member Name: _____

Spouse Name: _____

Address : _____

City State Zip : _____

Home Phone: (_____) _____ - _____

Work Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

Fax Phone: (_____) _____ - _____

Email : _____

“N” Number of aircraft: _____

Pilot/Passenger Name	Signature

Pilot and all passengers must sign (Children 10 or younger must have parents signature)

For Cancellation & Refund Communication Please Use Email - Admin@PacificBonanza.org

Please FAX completed & Signed Document to (949) 951-7071