

**SOUTHERN UTAH UNIVERSITY AVIATION SCHOOL
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**Please read the following carefully before signing.
This is a release of liability and a waiver of certain of your legal rights.**

I affirm and certify that I am over age 18, not under the influence of any drug or substance or subject to any physical or mental illness or defect that affects or could affect my understanding of what is presented below, and otherwise fully and legally competent to enter into this Agreement, and that I hereby agree and consent to the terms of this document freely and voluntarily.

I AGREE AND UNDERSTAND THAT OPERATING AND/OR RIDING IN HELICOPTERS AND/OR FIXED-WING AIRCRAFT ("aircraft") ARE INHERENTLY RISKY AND HAZARDOUS ACTIVITIES. I recognize that such risks include, but are not limited to, mechanical failure, changing weather conditions and human error. I understand and agree that by participating in these activities, despite the risks, dangers, and hazards they present, I assume personal responsibility for any harm, death, financial loss, or other adverse consequence resulting from my participation.

Having acknowledged the inherent risks of participation in aircraft operation, I voluntarily agree to accept and be subject to them, and in consideration of the Southern Utah University Aviation Program ("SUU Aviation") allowing me to operate and/or ride in one or more of its aircraft on one or more occasions, I agree that SUU Aviation shall have no further or additional duty to warn me of any of the hazards which I may encounter while participating.

I also agree on behalf of myself, my family, my estate and my heirs to indemnify and hold harmless, release, and defend SUU Aviation, its pilots, mechanics, administrators, representatives, officers, agents, and employees, of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, injury, or death, that may be sustained by me while operating and/or riding in an SUU Aviation aircraft, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, expressed or implied, on the part of SUU Aviation.

I agree to assume any and all risk and responsibility for any accident or incident, and agree to release and hold SUU Aviation harmless from any liability for any injury or damage which I may cause to any other person or property, occurring while I am operating and/or riding in an SUU Aviation aircraft, whether resulting from negligence or some other cause.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. WHERE I HAVE NOT UNDERSTOOD OR HAD QUESTIONS, I HAVE OBTAINED ANSWERS AND CLARIFICATION TO MY SATISFACTION.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I ASSUME LEGAL RESPONSIBILITIES WHICH MAY OBLIGATE ME PERSONALLY, AND I WAIVE LEGAL RIGHTS, WHICH MAY PREVENT ME OR OTHERS ACTING ON MY BEHALF FROM RECOVERING DAMAGES IN ANY LEGAL ACTION, AND THAT THIS AGREEMENT IS BINDING UPON ME, MY FAMILY, MY HEIRS, MY ESTATE, AND OTHER LEGAL REPRESENTAIVES.

NAME (printed): _____
ADDRESS: _____
TELEPHONE: _____

(DATE)

(SIGNATURE)