

“The Sky’s No Limit – Girls Fly Too!” Waiver and Guardian Consent

The person listed below (“Person”) wants to take part in “The Sky’s No Limit – Girls Fly Too!” event (“Event”) taking place on March 9 to March 10, 2019 at the Abbotsford International Airport - Abbotsford, BC, Canada, including riding in an aircraft. The flights are conducted by volunteer pilots who are licensed by the Department of Transport, Transport Canada (“TC”). These volunteer pilots fly a wide variety of aircraft that are also licensed by TC. I am the Person or the Person’s legal guardian and I have or represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in the Event, I agree as follows:

AGREEMENT TO WAIVE LIABILITY I, in my own right and/or as guardian (for myself, the person for whom I am the guardian, our heirs, family members, personal representatives and assigns), release discharge Achieve Anything Foundation, and its officers, directors, members, chapters, employees, agents, divisions, subsidiaries, affiliates, volunteers, sponsors, insurance brokers and insurers (Including pilots, owners and operators of aircraft used in the Event) (“Representatives” and individually a “Representative”), jointly and severally, from any and all actions, causes of action, suits, liabilities, demands and claims against Achieve Anything Foundation/or its Representatives (including but not limited to, claims for any injury or death) in any way arising from the Person’s and/or my participation in the Event. This waiver, release, and discharge applies to all legal rights, including those resulting from any negligence of Achieve Anything Foundation, and/or its Representatives, unless such rights result from the gross negligence or willful misconduct of Achieve Anything Foundation in which case the waiver, release and discharge will not apply to Achieve Anything Foundation.

COVENANT NOT TO SUE The Person and/or I, in my own right and/or as a guardian (for myself, the person for whom I am the guardian, our heirs, family members, personal representatives and assigns), hereby covenant and agree not to sue or take any proceedings against Achieve Anything Foundation, and its Representatives, jointly and severally, for any claims (including, but not limited to, claims for injury or death) arising from the Person’s and/or my participation in the Event. This covenant not to sue applies all legal rights, including those resulting from any negligence of Achieve Anything Foundation and/or its Representatives, unless such rights result from the gross negligence or willful misconduct of Achieve Anything Foundation in which case the covenant not to sue or take proceedings will not apply to Achieve Anything Foundation.

ASSUMPTION OF RISK I/we understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. If the Person is old enough to understand these risks, I have explained them to him or her. **The Person and/or I, in my own right and as guardian (for myself, the person for whom I am the guardian, our heirs, family members, personal representatives and assigns), assume all risks and full responsibility for any injury or death arising from taking part in the Event.**

INDEMNIFICATION The Person and/or I, in my own right and as guardian (for myself, the person for whom I am the guardian, our heirs, family members, personal representatives and assigns), agree to indemnify Achieve Anything Foundation, and the Representatives, jointly and severally harmless from any and all actions, judgments, claims, costs, damages, and liabilities, including but not limited to, lawyer’s fees and disbursements, arising from the Person and/or my participation in the Event. This duty to indemnify Achieve Anything Foundation and its Representatives harmless applies even if Achieve Anything Foundation or any Representatives is negligent; however, this duty to indemnify and hold harmless shall not apply in relation to Achieve Anything Foundation if and to the extent that such claims, costs, damages or liabilities result from the gross negligence or willful misconduct of Achieve Anything Foundation.

LEGAL ADVICE I know that I can talk to my legal advisor about this Agreement to Waive Liability, Covenant Not to Sue, Assume Risk and Indemnity (the “Agreement”) and I have either done so or chosen not to. I understand that have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. I am freely and voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

BINDING EFFECT This Agreement shall inure to the benefit of the respective heirs, executors, legal personal representatives, administrators, successors and assigns of each of Achieve Anything Foundation and the Representatives and shall be binding on the undersigned and their heirs, executors, legal representatives, administrators, successors and assigns.

BEFORE SIGNING, CAREFULLY READ THIS ENTIRE AGREEMENT

The Person and/or you (by signing this Agreement) are giving up legal rights and incurring legal liabilities. If any of this Agreement is held invalid, the rest of the provisions shall remain in effect. **If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.**

Please Print Person’s First and Last Name

*Age**

Date

Person’s or Guardian’s Signature

Please Print Guardian’s First and Last Name (if applicable)

***Note:** A Guardian’s signature must be provided for any Person under the age of 19 years. Persons are required to present Government issued photo identification at check-in. Some alternate forms of ID are acceptable for minors. Visit www.girlsfly2.ca for more information.