Release & Indemnity Agreement

This is a binding legal document. The purpose of this agreement is to exempt, waive and relieve Lockheed Martin Corporation, The Super Constellation Flyers Association and each of their affiliates, officers, directors, employees, agents and volunteers (together the “Sponsors”) while acting in their official capacity, from any and all claims, demands, actions or, causes of action, including fault or negligence.

I desire to participate in air show activities, and fly as a guest in a Super Constellation Flyers Association aircraft (together the “Activity”) and do so entirely upon my own initiative, and assume the risk and responsibility for personal injury, property damage, wrongful death or any other claim that may result from my participation and do hereby for myself, my heirs, executors, and administrators, release and forever discharge and hold harmless the Sponsors.

I comprehend and appreciate that there are foreseeable, unforeseeable and inherent dangers and risks of harm involved in the Activity. I recognize that these risks and dangers include, but are not limited to, air craft malfunctions, weather conditions, and crew error. I understand the Super Constellation is a historic aircraft and therefore may not have all modern safety features. I understand that these risks and dangers may be caused by the negligence of others, including the Sponsors.

I acknowledge and understand that included within the scope of this waiver and release is any claim or cause of action arising from the performance, or failure to perform, of any maintenance, inspection, supervision or control of the equipment. I understand and agree that all of the risks and dangers described throughout this agreement, including those caused by my negligence and/or others, are included within the waiver and release described herein. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN.

I, HEREBY RELEASE, DISCHARGE AND HOLD HARMLESS the Sponsors from and against any and all claims, liability and/or causes of actions I may have or that may be made on my behalf or by my spouse, children, heirs and legal representatives, for death, wrongful death, personal injury (whether physical, emotional and/or psychiatric or any combination thereof), loss of consortium, property damage and/or breach of contract or any other damage, occasioned by, arising out of or incidental to my participation in the Activity WHETHER OR NOT RESULTING FROM OR CAUSED BY NEGLIGENCE by, of and/or on the part of the Sponsors.

I shall defend, indemnify and save harmless Sponsors from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney’s fees, brought as a result of my participation and to reimburse them for any such expenses incurred. I agree that this Agreement may be pleaded as a bar to any action, suit or proceedings taken at any time against any Sponsor by me.

I further expressly agree that the foregoing waiver, assumption of risks, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the UK law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

This agreement binds the heirs, administrators, executors, personal representatives, dependants (if any) and successors of the Participant and ensures for the benefit of the Sponsors and its successors and assigns.

I HAVE READ AND DO VOLUNTARILY AGREE THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT, and further state and agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

_____________________________________ ____________________________
Signature of Releasor   Date

_____________________________________
Printed Name of Releasor