Student:_____

# PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR DAMAGES

THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY (the "Release") is executed on this the ___ day of _____, 20____ by 20 the Participant identified above in favor of Wings of Grace Ministries, Inc. ("Wings").

WHEREAS, we, the undersigned, have been made aware and understand that to participate in any part of the Wings program, carries with it certain dangers, hazards and risks associated with those activities. We understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of Wings, accidents caused by a variety of human factors, medical conditions of the participant and/or Wings personnel, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind; and

WHEREAS, the undersigned agree to assume any and all risks of participation in any part of the Wings program, and freely and voluntarily choose to participate in these activities with full knowledge of these risks;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, the undersigned hereby agree as follows:

Waiver of Claims. To waive, release and discharge any and all claims of any kind whatsoever that I may have against Wings and its officers, directors, employees, contract flight instructors, volunteer chaperones, agents, and representatives (all of whom shall hereafter be referred to as the ("Releasees"), including but not limited to any claim for damages, relief or compensation which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the Wings program (including flight training).
Hold Harmless. To exempt, absolve, hold harmless and indemnify the Releasees of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the Wings program, even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees, or from any other cause. The parents/guardians of any minor named above hereby expressly agree to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, including attorneys' fees, which Releasees may incur as a result of any lawsuit, claim or demand made by said minor against Releasees for any of the activities contemplated herein, to include but not limited to any such lawsuit, claim or demand asserted against Releasees after said minor reaches the age of majority.
Covenant Not To Sue. I hereby covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasees arising out of my participation in any part of the Wings program.
Scope. That this Release shall be effective and fully binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death.
Severability. If a court of competent jurisdiction should decide that any part of this Release is illegal, or unenforceable, or void as a matter of public policy or otherwise, such a determination shall not affect the validity, or enforceability of the remaining provisions. Specifically, to the extent that it may be determined by a court of competent jurisdiction that a complete release of any legal right referenced herein is illegal, unenforceable or void as a matter of public policy, then I hereby consent to a limitation of liability for any injury, death, damage or loss to no more than $500,000.00, which damages must be specifically alleged and proved in a court of competent jurisdiction.
Choice of Law. This Release shall be governed by and construed under the laws of Florida. I agree that any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my participation in any party of the Wings program, shall be brought only in the District or Superior Court of Brevard, Florida or the Federal District Court in the state of Florida.
I understand that the Wings program includes, but is not limited to the following activities:

a. Flight instruction in airplanes;
b. Rides in various airplanes, helicopters and gyrocopters
c. Transportation in vehicles to and from events
d. Community service projects that include operating machinery such as lawn mowers and power tools, climbing on ladders and moving furniture

I understand and agree that photographs and videos of participants may be used by Wings of Grace Ministries, Inc. in promotional literature, social media, newspaper articles, television broadcasts and websites.

We have been given ample time to read this Release, and each of the undersigned fully accepts its contents and conditions and agrees to them by signing this Release voluntarily. We are aware that by signing this Release that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against the Releases.

The undersigned certifies that they are the parent(s) or guardian(s) for the above named student.

| | |
|---|---|
| Signature Date | Signature Date |
| Printed Name | Printed Name |