

LANCAIR OWNERS & BUILDERS ORGANIZATION
RELEASE AND HOLD HARMLESS AGREEMENT



Please assure that the following Agreement is completed, signed and returned to:

Lancair Owners and Builders Organization, Inc.
Attn: Jenna Bentlage
7055 Mexico Rd
P. O. Box 268
St Peters, MO 63376-9998
Text to: (618) 407-2111/
email to: J.Bentlage@lancairowners.com

As a condition of participating in flight instruction using the Lancair Owners and Builders Organization, Inc. (“LOBO”) model-specific Training Syllabus (collectively, the “Syllabus”), this Agreement must be completed, properly signed and received by LOBO before the Operator may participate in training. If the Owner of the aircraft is not the same as the Operator, this agreement must be executed by the Owner as well as the Operator.

Waiver, Exculpation, Indemnification, Release and Discharge of Claims

The Owner and the Operator, for themselves and on behalf of their heirs, personal representatives, employees, contractors, successors and assigns, agree to forever waive any claims against, and to hold harmless, indemnify, defend, exculpate, release and discharge LOBO, its designated flight and ground instructors, officers, directors, employees, independent contractors, insurers, successors, assigns and all persons acting on behalf of LOBO (collectively, the “indemnified parties”) from any and all claims or causes of action arising from any action, inaction, event incident or accident causing death or personal injury to any person including the Owner or the Operator, or any property damage, including damage to any aircraft or damage to any other property, arising out of or in any way resulting from participation in the Training Syllabus activities regardless of whether such action, inaction, event, accident or incident occurs before, during, or after flight or ground training (collectively, “Claims”). Claims shall include, but not be limited to, causes of action under any tort theory including strict liability, failure to warn, or negligence, including causes of action attributable directly or indirectly to the negligence of any indemnified parties, and shall include all consequential damages including, but not limited to, loss of use of any aircraft, loss of earnings and loss of consortium, and shall include reasonable attorneys’ fees and costs incurred in defending any litigation. The parties agree that each shall pay their own attorney and/or Court fees in the event of a dispute regarding this agreement.

Agreement to Indemnify and Hold Harmless

The Owner and the Operator, jointly and severally agree to defend, indemnify and to hold harmless the indemnified parties from and against any and all Claims.

Insurance

The Owner and the Operator, jointly and severally agree to procure liability insurance in the minimum amount of One Million (\$1,000,000) Dollars, per occurrence, naming the indemnified parties as Additional Insureds with respect to the obligations of the Owner and Operator under this agreement. Such insurance shall be primary and without any right of contribution from any other insurance available to the indemnified parties, to the fullest extent permitted by the Owner’s and the Operator’s insurance policy. The Owner and the Operator will instruct their insurer to issue a Certificate of Insurance evidencing the required insurance coverage prior to participating in the activities of flight portion of the Training Syllabus. The insurer shall agree to notify LOBO ten (10) days prior to the date of a policy’s cancellation, in the event a policy is canceled by the insurer.

Compliance Certification Certificate

The Owner and the Operator certify the aircraft used for the flight portion of the Training Syllabus is in compliance with all applicable rules and regulations regarding aircraft airworthiness including, but not limited to, the Code of Federal Regulations, Title 14, Part 91, subpart E – Maintenance, Preventive Maintenance, and Alterations. The Operator also certifies that he/she has a current medical certificate as required by Federal Aviation Regulations and that the Operator has no reason to believe the FAA would deny flight activities under that current medical certificate during the flight portion of the Training Syllabus. The Operator also certifies that he/she has appropriate ratings for the aircraft being used for flight instruction and has no undisclosed medical condition that would affect their ability to participate in the flight portion of the Training Syllabus.

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Acknowledgement

This Agreement will be construed in accordance with the laws of the State of Colorado, regardless of any conflict of laws.

This Agreement shall apply to the course location and date(s) specified below. In the event there is a delay in the flight portion of the Training Syllabus for any reason, including weather problems, the Owner and the Operator agree to provide an updated Certificate of Insurance, reflecting any change in status, and to notify the instructor of any change in the Operator's medical condition or the aircraft's airworthiness, as described herein. If participation in the flight portion of the Training Syllabus specified in this agreement is delayed more than twelve (12) months from the original course date, the Owner and the Operator agree to execute a new agreement.

The Owner and the Operator acknowledge they have read and understand the terms of this agreement and are freely signing this agreement, releasing all claims, and providing the indemnity described herein. The Owner and the Operator are encouraged to seek their own legal advice with respect to the execution of this agreement.

AGREED AND ACCEPTED

OPERATOR:

(Print name)

Course location

(Signature)

Course date(s)

Signature date

OWNER:

(Print name)

(Print company name if applicable)

(Print name and title of person signing for company if applicable)

(Signature)

Signature date

DESIGNATED LOBO INSTRUCTOR(S):

(Print name[s])