

**HOLD HARMLESS FORM FOR PILOTS, CO-PILOT, CREW MEMBER
OR PASSENGERS (adults)
CAFHH FORM 1**

STATE OF TEXAS }
 } KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND }

Please Print

WHEREAS, I, _____ desire to participate in Commemorative Air Force air show activities and/or fly in aircraft owned and/or operated by the Commemorative Air Force and the American Airpower Heritage Flying Museum (hereinafter collectively “the CAF”) as a pilot, co-pilot, crew member or passenger; and

I understand and acknowledge that my participation in any CAF activity and flight on any CAF aircraft is purely voluntary. I have not received, nor will I ever receive, any compensation of any nature whatsoever for my participation in any CAF activity or flight on any CAF aircraft.

I further understand and acknowledge that CAF activities, including without limitation, flying in CAF aircraft, is a purely recreational activity. CAF aircraft are vintage aircraft that are primarily of a design, type, kind or character built in the period approximately 1930 through 1950. Most if not all, CAF aircraft are more than 40 years old. Flying in CAF aircraft is an inherently dangerous and hazardous activity, and I accept the risks and hazards of the same, including without limitations the risks of personal injury or death.

_____ **INITIALS**

I further understand and acknowledge that but for my voluntary execution of this release of liability, the CAF would not allow me to participate in CAF air show activities and/or fly in CAF aircraft in any capacity.

Accordingly, I do hereby, for myself, my heirs, executors, administrators and assigns, **RELEASE, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS** the CAF, its administrators, officers, agents, servants, employees, divisions, subsidiaries, related organizations and members, whether acting in an official capacity on behalf of the parties hereby released or individually, from any and all claims, demands and causes of action of any nature whatsoever, whether in contract or in tort or under any other legal theory, arising out of or in any way related to my participating in CAF air show activities and/or flight in any CAF aircraft.

_____ **INITIALS**

I RECOGNIZE AND AGREE THAT THIS RELEASE IS A RELEASE OF THE CAF, ITS ADMINISTRATORS, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, DIVISIONS, SUBSIDIARIES, RELATED ORGANIZATIONS AND MEMBERS, WHETHER ACTING IN AN OFFICIAL CAPACITY ON BEHALF OF THE PARTIES HEREBY RELEASED OR INDIVIDUALLY, FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF CAF’S SOLE AND/OR

COMPARATIVE NEGLIGENCE, INCLUDING ANY FUTURE SOLE AND/OR COMPARATIVE NEGLIGENCE OF CAF. I FURTHER RECOGNIZE AND AGREE THAT THIS RELEASE IS A RELEASE OF THE CAF FROM ANY CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF ANY MALFUNCTION, DESIGN DEFECT AND/OR MANUFACTURING DEFECT IN ANY EQUIPMENT OR TANGIBLE PERSONAL PROPERTY OWNED BY CAF.

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HOLD HARMLESS
AGREEMENT

In the event any suit is brought against the CAF by me or anyone acting by, through or under me, including without limitation my heirs, executors and/or statutory beneficiaries for claims arising out of any injuries or damages suffered by me, including without limitation, death, as a result of my participation in any activity that is the subject of this release, including without limitation flight in CAF aircraft, I hereby agree, for myself, my heirs, executors, administrators and assigns, to INDEMNIFY, DEFEND AND HOLD HARMLESS the CAF, its agents, servants, employees, divisions, subsidiaries, related organizations and members from any and all liability for any sums which might be payable to anyone by reason of said injuries, damages, and/or death and for the costs, including without limitation attorney's fees incurred by the CAF in defense of such lawsuit. **I SPECIFICALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CAF FROM ANY LIABILITY WHATSOEVER ARISING OUT OF CAF'S SOLE AND/OR COMPARITIVE NEGLIGENCE.**

I have read this release and fully understand its contents. No representation has been made to me by the CAF or anyone acting on its behalf to induce me to sign this release except as stated herein. The release contains all of the representations that have been made to me regarding the CAF's responsibility for injuries and/or death that I may suffer as a result of my participation in the activities covered by this release and/or flight in CAF aircraft. No other agreement regarding matters covered herein exists between me and the CAF or anyone acting or purporting to act on behalf of CAF except as is stated in this release. I fully recognize that by signing this release, I am releasing the CAF, and it is my intent to release the CAF, from any and all liability that may arise out of any injury and/or death that I may suffer while engaged in CAF activities or flying in CAF aircraft.

PARTICIPANT SIGNATURE COL.# DATE WITNESS SIGNATURE DATE

WING OR SQUADRON _____

In case of an emergency, please contact _____ at _____