



## WAIVER AND RELEASE OF LIABILITY

**IN CONSIDERATION OF** the risk of injury that exists while participating in the **Latino Pilots Association Latin Aerospace Industry EXPO 2024** (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and;

**I HEREBY** release and forever discharge **LATINO PILOTS ASSOCIATION**, and, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related Costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize Latino Pilots Association to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of

medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Latino Pilots Association official or agent, regarding my approval to participate in the Activity.

**I FURTHER ACKNOWLEDGE the Latino Pilots Association volunteer activities and all related activities, including any activities incidental to such participation ("Volunteer Activities"), the undersigned Volunteer or Parent/Legal Guardian of Volunteer if Volunteer is under age 18 (hereafter referred to using "I", "me", or "my") hereby grants to the Latino Pilots Association (Organization Name), and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities' officers, directors, agents, employees, respective successors and assigns (collectively, "Authorized Parties"), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Volunteer's name, address, voice, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation.**

**I FURTHER ACKNOWLEDGE that anything derived therefrom will be owned solely by the Authorized Parties. I shall not authorize the use of any print, negative or other copy thereof by anyone other than the Authorized Parties**

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE the Latino Pilots Association AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST the Latino Pilots Association FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of the Latino Pilots Association, its agents, and employees.

I agree that this Release shall be governed for all purposes by Florida law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.**

**THIS AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and the Latino Pilots Association agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**In the event of an emergency, please contact the following person(s) in the order presented:**

<b>Emergency Contact</b>	<b>Contact Relationship</b>	<b>Contact Telephone</b>
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I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Volunteer Coordinator's Name: \_\_\_\_\_

Volunteer Coordinator's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I, \_\_\_\_\_, being the parent or legal guardian of \_\_\_\_\_ (the "Minor") hereby consent to and authorize the Minor to act as a volunteer for the Latino Pilots Association.

I acknowledge and agree that activities performed by the Minor as a volunteer will be performed strictly on a voluntary basis, without any pay, compensation, or benefits. I agree and understand that the Minor must comply with the rules and regulations established by the Latino Pilots Association and that failure to do so may result in the Minor's immediate removal as a volunteer.

I am aware of the nature of the activities to be performed by the Minor as a volunteer and recognize that in performing volunteer tasks, a risk of harm or injury exists. I agree that all volunteer activities are to be performed by the Minor at the Minor's risk and I assume full responsibility therefore.

On behalf of myself, the Minor, and our respective heirs and personal representatives, I agree not to hold or attempt to hold the Latino Pilots Association their population served, volunteers, or staff responsible for any injury or damage sustained or incurred by the Minor, arising out of or in any way connected with the Minor's activities as a volunteer for the Latino Pilots Association.

I hereby release and discharge the Latino Pilots Association, their employees, and their volunteers from any and all claims, demands, causes of action of any nature or cause, for any such injury or damage incurred or suffered by the Minor.

**Parent/Guardian's Name:** \_\_\_\_\_

**Relation to Participant:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Volunteer Coordinator's Name:** \_\_\_\_\_

**Volunteer Coordinator's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_