

AGREEMENT TO WAIVE LIABILITY, HOLD HARMLESS, ASSUME RISK, AND INDEMNIFY

Purpose of this agreement (the "Agreement"): This Agreement relates to, and is a condition of, your participation in the Hiller Aviation Museum Flight Training Scholarship program (the "Program"), a scholarship program administered by the Hiller Aviation Museum (the "Museum"), by which the Museum will be funding scholarships used for flight training. Neither the Museum nor The Hiller Aviation Institute (the "Institute"), nor any board member, officer, employee, attorney, agent, volunteer, or advisor, of the Museum or the Institute, nor any of their successors, assigns, heirs, or affiliates (all of the foregoing, collectively, the "Hiller Parties") is/are involved in flight training by virtue of their involvement with the Program, and by this Agreement, you will be releasing any and all of the Hiller Parties from any and all claims or liability that does or could occur by virtue of any flight training to which you may devote any scholarship funds from the Program. FLIGHT TRAINING, FLYING, AND BEING AROUND, NEAR, OR IN AIRCRAFT ARE INHERENTLY DANGEROUS WHERE THERE ARE RISKS OF INJURY, DISABILITY, OR DEATH, AND THOSE ARE ACTIVITIES THAT YOU WILL BE ASSUMING AT YOUR OWN RISK AND DO NOT INVOLVE THE HILLER PARTIES. Furthermore, you will make other agreements by your signing this Agreement.

If you do not wish to provide the waiver of liability, or you do not wish to agree to the other terms of this Agreement, you may simply decline to sign and not participate in the scholarship program.

1. AGREEMENT TO WAIVE CLAIMS AND LIABILITIES AND NOT TO SUE

I, on behalf of myself and on behalf of anyone who may claim through me (including, but not limited to, family members, heirs, assigns, partners, personal representatives and executors (the "Releasers")) hereby, in connection with my participation in the Program, hereby fully and forever, completely and comprehensively, to the full extent permitted by law, release and discharge the Hiller Parties from any claims, proceedings, actions, damages, losses, liabilities, costs, and expenses, of whatever kind or nature (individually or collectively, "Losses"), arising from or related to (1) any negligence on the part of the Hiller Parties in connection with or related to the Program (including but not limited to, the Program's selection of recipients of scholarship, the decisions of any selecting person or persons, the awards of scholarships or the amounts thereof), and (2) any injury, disability, or death arising from any flight training, the operation of any aircraft of any kind whether in the flight training to which I may devote the scholarship funds from the Program or otherwise, or by being around, near, or in any aircraft. I acknowledge and agree on behalf of myself and the Releasers that none of the Hiller Parties are providing the flight training and their only role is in connection with the Program, and I therefore understand and agree that it is reasonable for me on my behalf and on behalf of the Releasers not to hold any and all of the Hiller Parties responsible for any injury, disability, or death that may result from participating in any flight training or being around, near, or in any aircraft. Furthermore, I, on behalf of myself and the Releasers not to sue or bring any claim against any or all of the Hiller Parties for any action or inaction of them in connection with (1) any negligence of the Hiller Parties with regard to the Program, or (2) any flight training or injury, disability, or death from flight training or being around, near, or in aircraft, except for claims that cannot be released as a matter of law.

2. ASSUMPTION OF RISK

I, on behalf of myself and all Releasers, acknowledge that flying in airplanes and being around, near, or in, airplanes involves risks of serious injury, disability, or death, arising from any number of circumstances, including but not limited to, airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways and hangars and the areas around aircraft, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries can be of any kind or nature, including but not limited to death, severe burns, paralysis, amputations, concussions, broken bones, eye injuries and loss of vision, other catastrophic injuries, temporary or permanent disability, and minor injuries such as bruises, scratches, and sprains. I understand these risks, and I freely accept and assume these risks. I further understand that none of the Hiller Parties are involved in any flight training, and that the Institute and Museum are only administering the Program, which only disburses any awarded scholarship funds.

3. INDEMNIFICATION

I agree to indemnify, hold harmless, and defend, any and all of the Hiller Parties, against any and all Losses to, or from which, the matters referred to in Paragraph 1 or 2 above may apply, and I further agree to indemnify, hold harmless, and defend, the Hiller Parties against any and all Losses arising from my own negligence or failure to abide by my obligations under this Agreement.

4. USE OF MY LIKENESS

I understand that during the Program I may be photographed or videoed. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for such likeness of me or use of my name in connection with such likeness, and I grant the Museum and Institute permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or in part, in any form, without restrictions, and for any purpose.

5. SIGNING AGREEMENT VOLUNTARILY; AVAILABLE OF LEGAL ADVICE

I, on behalf of myself or on behalf of my minor child, understand that I am signing this Agreement voluntarily, that I have the legal capacity to sign this Agreement and I am under no duress, that I can confer with my legal counsel about this Agreement, and I have either done so or chosen voluntarily not to do so.

6. MISCELLANEOUS PROVISIONS

This Agreement is governed under California law. This Agreement can only be amended by a writing signed by both the Hiller Aviation Institute and the individual signing below. This Agreement supersedes and replaces all prior written or oral understandings between the parties with regard to the subject matter of this Agreement. If any part of this agreement is held to be unenforceable by any court construing or enforcing this Agreement, the remainder of this Agreement will remain in full force and effect. This Agreement is binding on the parties, their successors and assigns, their estates, their personal representatives, executors, administrators, and guardians.

Before Signing, Carefully Read This Entire Agreement

Note: If an accident were to occur, you and any minor under your care (by signing this agreement) would be giving up legal rights. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

I understand that this is a contract that affects my legal rights, and I sign it of my free will.

Print Name: Flight Training Scholarship Applicant

Date of Birth

Signature: Flight Training Scholarship Applicant

Today's Date

If Applicant is a minor, a signature of the minor's parent or guardian is required below:

In consideration of the minor child being permitted to participate in the Program, I accept and agree to the full contents of this Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding the Program. I agree to this Agreement on behalf of the minor child.

Print Name: Parent/Guardian

Signature: Parent/Guardian

Today's Date