

RELEASE AND WAIVER OF LIABILITY

The RENO-TAHOE AVIATION ASSOCIATION, dba the Reno-Tahoe Aviation Group, a Nevada nonprofit corporation (“RTAG”), is the sponsor of many Events (“Events”) scheduled throughout the year. During these Events, participants (“Participants,”) including without limitation pilots (“Pilots”) and their passengers (“Passengers”), may fly to and land at various airports (both singly and collectively “Airports”). At these Events, photographers (“Photographers”) may take photos of participants and their airplanes (the “Activity”) for RTAG’s use. All individuals participating in any RTAG Events are participating at their own risk, regardless of whether they have signed this Release and Waiver of Liability (“Agreement”) to participate in the Events and Activity upon the terms of this Agreement. In consideration for being allowed to participate in the Events and Activity, I agree as follows:

1. **Assumption of Risk.** I understand and acknowledge that the Events and Activity may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage (including to my aircraft and personal property). I understand that the Events and Activity will not be supervised and that RTAG, a not-for-profit corporation, does not provide medical or any other services to Participants. I further acknowledge that any injury I may sustain while participating in the Events and Activity may be compounded by negligent or delayed medical service or the lack of assistance by RTAG. If I am a Pilot, I understand that it is my responsibility to be in full and complete charge and control of my aircraft during the Events and Activity, and that I am responsible for all decisions to be made concerning the same on the ground or in the air. RTAG may supply information, guidance or data, but I understand that I act and rely on all such information at my own peril and that RTAG assumes no responsibility for the completeness or accuracy of such information. If I am a Passenger, I understand that I participate at my own risk and that RTAG is not responsible for injury, temporary or permanent disability, death, and/or property damage resulting from my participation in the Events and Activity. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR FROM MY ENTRY UPON AND USE OF THE AIRPORTS FOR THE EVENTS, AND PARTICIPATION IN THE EVENTS AND ACTIVITY, EVEN IF CAUSED BY THE NEGLIGENCE OF RTAG OR ANY RELEASED PARTIES (BELOW DEFINED).

2. **Release from Liability.** On behalf of myself, my spouse and any minor children, and my heirs, executors, administrators, personal representatives, successors, and assigns, and if a Pilot, any entity that owns my aircraft (collectively, “Participant Parties”), I fully and forever discharge and release RTAG, its successors and assigns, and its directors, officers, agents, sponsors, employees, representatives, the Pilots, Passengers, and Photographers (collectively with RTAG, the “Released Parties”), individually and collectively, from any and all claims, damages, liability, losses, or indebtedness of any kind or character, known or unknown, fixed or contingent, whether such claims are based upon negligence, strict liability, breach of warranty, or any other theory of liability or recovery, and expressly including claims for injury, temporary or permanent disability, death, and/or property damage (including to my aircraft or my personal property, as applicable) (collectively, “Claims”), arising from or relating to, in any manner, my entry upon and use of the Airports in connection with the Events, and my participation in the Events and Activity, whether caused by the negligence of any of the Released Parties or by any other reason. I acknowledge and agree that this Agreement is intended to be, and is, a complete release of any responsibility or liability of the Released Parties for any Claims relating to the Events, and/or my participation in the Events and/or Activity.

3. **Covenant Not to Sue.** I agree, for myself and for all Participant Parties, not to sue any of the Released Parties, or initiate or assist in the prosecution of any claim for damages or cause of action against any of the Released Parties, which I or any of the Participant Parties may have as a result of any personal injury, death, or property damage (including to my aircraft or my personal property, as applicable) that I may sustain while on or using the Airports in connection with the Events or while participating in the Events and Activity. Should any of the Released Parties determine that hiring legal representation is needed as a result of any action or proceeding by any Participant Parties in relation to this Agreement or the Activity, and should any such Released Party prevail, then I agree to pay all of such Released Party’s reasonable attorneys’ fees and costs in relation to such action or proceeding.

4. **Use of Photos.** If I am a Pilot or Passenger: (a) I agree that I will not own the photos taken at the Events, nor the copyright in such photos, nor any commercial rights in such photos, and waive any such rights; (b) I understand that I have the right to use the photos of my aircraft taken at the Events for non-commercial use only (commercial use is prohibited); and (c) I consent to and authorize Photographer non-commercial use of the photos of my aircraft taken at the Events. If I am a Photographer: (x) I understand that I retain ownership rights and copyrights in the photos I take at the Events, but waive all commercial rights in such photos; (y) I understand that I have the right to use the photos I take at the Events for non-commercial use only (commercial use is prohibited); and (z) I consent to and authorize Pilot or Passenger non-commercial use of the photos I take at the Events. I also consent to and authorize the use of the photos taken at the Events by RTAG for RTAG produced calendars (which may be sold for commercial use), as well as for RTAG promotional purposes. The foregoing agreements and authorizations are irrevocable and for an unlimited time.

5. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to conflicts of law. I agree that any action arising out of this Agreement must be brought exclusively in any state or federal court located in Washoe County, Nevada. Fax or other electronic (e.g., PDF) signatures on this Agreement shall be deemed originals. This Agreement survives the Events and Activity, and shall continue to be effective and enforceable. If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of any Released Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of the right to enforce such provision or any other provision of this Agreement thereafter. I EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EVENTS OR THE ACTIVITY. Initials: ____/____

I ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND FOR ADEQUATE CONSIDERATION, AND INTEND TO BE FULLY BOUND.

By: _____
Print Name: _____
Date: _____