**AGREEMENT AND RELEASE OF LIABILITY (Initial here \_\_\_\_\_\_)**

**Flight Instruction Waiver**

In consideration for being permitted to engage in the flight and ground instruction with JS Aerospace Solutions, LLC dba Lytle Aviation, Jack Bryce Stickney and all flying sites used by released parties, I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agree as follows:

1. I hereby **RELEASE AND DISCHARGE (Initial here \_\_\_\_\_)** the JS Aerospace Solutions, LLC dba Lytle Aviation, its officers and members, its owners, agents, employees, instructors, and pilots (herein referred to as “Released Parties”), Flight Instructors from any and all liability, claims, demands or causes of action that I may hereafter have for injuries and damages arising out of my participation in flight instruction activities, including but not limited to losses **CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).**
2. I further agree that **I WILL NOT SUE OR MAKE CLAIM** against the Released Parties for damages or other losses sustained as a result of my participation in flight instruction activities **(Initial here \_\_\_\_\_).** I also agree to **INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in flight instruction activities **(Initial here \_\_\_\_\_).**
3. I understand and acknowledge that flying and flight instruction activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN FLIGHT INSTRUCTION ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).**
4. I have been advised and recognize that my flight instruction activities are not covered by any personal accident or general liability insurance policy issued to the Released Parties **(Initial here \_\_\_\_\_).**
5. I hereby expressly recognize that this agreement and Release of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in flight instruction activities including any and all claims caused by negligence of the Released Parties **(Initial here \_\_\_\_\_).**
6. Releasor expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and as inclusive as permitted by the laws of Texas and that, if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect **(Initial here \_\_\_\_\_).**
7. Releasor releases all official and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered releasor during participation in any of the above mentioned activities

**(Initial here \_\_\_\_\_).**

1. This release contains the entire agreement between parties to their agreement and the terms of this release are contractual and not a mere recital **(Initial here \_\_\_\_\_).**

**I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY. I FULLY UNDERSTAND ITS CONTENTS AND MEANING, AND SIGN IT OF MY OWN FREE WILL.**

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

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**