

**THE CLEVELAND SOARING SOCIETY, INC
LEGAL WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

I, the undersigned, as a member, or the guest of a member, of the Cleveland Soaring Society, Inc. (hereafter known as CSS) wish to fly as pilot or passenger in a CSS aircraft or otherwise participate in flight operations or other CSS activities. I further confirm that I understand that participation in said activities may be hazardous and may result in accident, injury or death. I thereby voluntarily accept such hazard and result, both on my behalf and on behalf of my minor children whom I may bring to the operation areas of CSS, or permit to be carried in a CSS aircraft.

Therefore, in consideration of permission extended to me by CSS, through its officers and agents, to engage in flight activities or use of CSS property, equipment or services; I do hereby declare and decree that I, my family, my heirs, my executors and administrators:

- (1) Remise, release and forever discharge CSS and all its members, officers, directors and agents, acting officially or otherwise, from any and all claims, demands, actions or causes of actions arising out of or in any way, whether directly or indirectly connected with or related to CSS activity or use of CSS property, equipment or services, even though the loss, damage, injury, illness, or death may have been caused or brought about wholly or in part by:
 - (a) The sole, concurrent, active, passive, primary, or secondary negligence or gross negligence of CSS, including without limitation the CSS and all of its members, officers, directors or agents.
 - (b) The strict liability, strict products liability, breaches of express or implied warranties, and/or any other legal fault of the CSS and all of its members, officers, directors or agents.
 - (c) Any defect of any property or equipment of CSS, and including any defects preexisting the date of this agreement.

- (2) Agree to indemnify and hold harmless CSS and all of its members, officers, directors or agents, acting officially or otherwise, from any personal injury, illness or death claims brought by myself, my spouse or on behalf of my minor child(ren) arising out of or in any way, whether directly or indirectly connected with or related to CSS activities or use of CSS property, equipment or services, even though the loss, damage, injury, illness or death may have been caused or brought about wholly or in part by parties and/or causes set forth in subparagraphs (1)(a), (1)(b) and (1)(c) above.

I understand these statements hereby affirmed by me are contractual and not mere recitals. I have carefully considered the contents of this affirmation and release having read and hereby agree to each provision.

WITNESS MY HAND this ____ day of _____, 20____

Print Name: _____ Signature: _____

PARENT/LEGAL GUARDIAN RELEASE: (Required if member or guest of member is UNDER 18 YEARS OF AGE)

I, the undersigned, am the parent/legal guardian of (name of minor) _____, who is a member or the guest of a member of CSS. I desire that he or she receives the benefit of full participation in the activities of CSS, including flight training, flying operations, ground operations, social and other activities. In consideration of the permission extended to the above named minor by CSS to allow him or her to participate in its activities, I do hereby grant my permission and approval for the above named minor to engage in flying and any other activities as shall be made available, and do hereby confirm and agree to all the terms of the above Legal Waiver of Claims and Indemnity Agreement. Additionally, I confirm and agree to be responsible for any and all debts incurred by the above named minor while he or she participates as a member of CSS.

WITNESS MY HAND this ____ day of _____, 20____

Print Name: _____ Signature: _____

Note: Parent or Guardian must also sign the above Legal Waiver and Indemnity Agreement