Assumption of Risk, Release, and Indemnity

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North Jersey Flying Club, Inc.

READ THIS BEFORE SIGNING. IT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING IT YOU GIVE UP THE RIGHT TO SUE THE CLUB AND OTHERS FOR INJURIES, INCLUDING INJURIES CAUSED BY SOMEONE ELSE'S CARELESSNESS.

This is signed by the person named below (the "Member") as a condition of flying privileges in aircraft operated by North Jersey Flying Club, Inc. (the "Club"), as required by Bylaws §14.3.

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1. I understand the risk

1.1 **Flying small aircraft is dangerous.** It can cause serious injury, permanent disability, and death, and can damage or destroy property. Those risks cannot be eliminated, no matter how carefully the Club, its members, its mechanics, or I behave.

1.2 **I know where the risks come from.** They include, and are not limited to:

- mechanical failure of the engine, airframe, propeller, avionics, or any component, whether or not the aircraft was properly maintained;
- errors, omissions, or negligence in maintenance, inspection, or repair, by the Club, its members, or any mechanic or repair station;
- weather, turbulence, icing, wind, visibility, and darkness;
- terrain, obstacles, wildlife, and airport and runway conditions;
- other aircraft and vehicles, and the actions of their operators;
- errors by air traffic control or other agencies;
- my own errors, and the errors of any other member, pilot, or flight instructor flying with me or before me;
- fire, and the handling of fuel and oil; and
- the remoteness of some places I may fly, and the delay in reaching medical care.

1.3 **The Club's insurance does not cover everything.** It is subject to policy limits, including a limit per passenger, and to conditions and exclusions. A claim can exceed those limits or fall outside coverage. I understand I am strongly encouraged to carry my own non-owned aircraft insurance.

1.4 **The Club is run by volunteers.** Its officers and directors are fellow members, not professionals hired to manage aviation risk, and they are not paid to accept my risk.

1.5 **I am doing this voluntarily.** Nobody requires me to fly Club aircraft. I have chosen to, knowing what I have described above, and I accept these risks — including risks that are not listed and risks nobody has thought of.

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2. Who I am releasing

2.1 In this document, the **"Released Parties"** are the Club; its directors, officers, employees, agents, and volunteers; its members; any flight instructor approved to instruct in Club aircraft; and any owner or lessor of an aircraft the Club operates — together with their heirs, successors, and insurers.

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3. Release and covenant not to sue

3.1 **Release.** I release and discharge the Released Parties from all claims, demands, actions, damages, losses, costs, and expenses of any kind, arising from injury to me, death, or damage to or loss of my property, connected in any way with my membership in the Club or with any flight, ground operation, maintenance, or Club activity involving a Club aircraft — **including claims arising from the negligence of any of the Released Parties.**

3.2 **Covenant not to sue.** I will not sue any of the Released Parties on any claim released by §3.1, and I will not join or assist anyone else in doing so.

3.3 **Who is bound.** This document binds me, my spouse and family, my heirs, my executors and administrators, my estate, and anyone claiming through me — including anyone bringing a claim for my death.

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4. Indemnity

4.1 **I will hold the Released Parties harmless.** If anyone brings a claim against a Released Party arising from my flying, my membership, or my acts or omissions — including a claim by my passengers, my family, my heirs, or my estate — I will indemnify and hold that Released Party harmless from the claim, together with reasonable attorneys' fees and costs of defense.

4.2 This is in addition to, and does not replace, the indemnity in Membership Agreement §6.

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5. What this does not do

5.1 **It does not release gross negligence or worse.** Nothing here releases any Released Party from liability for gross negligence, recklessness, willful or wanton misconduct, or intentional wrongdoing, or for anything the law does not permit to be released.

5.2 **It does not affect insurance.** Nothing here reduces, waives, or affects any insurance coverage available to me or to any Released Party, or any right I have as an insured under the Club's policy.

5.3 **It does not change the Bylaws.** My financial responsibility for damage to Club aircraft is governed by Bylaws §9.4, and my obligations to pay what I owe are governed by Bylaws §11.3. This document does not enlarge or reduce either.

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6. General

6.1 **Survival.** This document stays in effect for as long as I have any access to Club aircraft, and it continues to apply after my membership ends as to anything that happened while it was in effect.

6.2 **Governing law.** New Jersey law governs this document. Any action is brought in the state or federal courts sitting in New Jersey.

6.3 **Severability.** If a court finds any part of this document unenforceable, the rest stays in effect, and the unenforceable part is limited only so far as necessary to make it enforceable.

6.4 **Signatures.** This document may be signed in counterparts and by electronic signature, each of which is an original.

Acknowledgment and signature

I have read this entire document. I understand that it is a contract, that I am giving up substantial legal rights, including the right to sue for injuries caused by someone else's negligence, and that it binds my family and my heirs. Nobody has pressured me or rushed me. I have had the chance to ask questions and to have a lawyer review it. I am signing it freely.

Name: _____

Signature: _____ Date: _____

Witness (optional): _____ Date: _____