

**B.C. GENERAL AVIATION ASSOCIATION:
PRIVATE AIRSTRIP ACCESS PROGRAM
PASSENGER WAIVER AND RELEASE FORM**

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“RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!”

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IN CONSIDERATION of the respective covenants and agreements hereinafter contained and for being allowed to participate as a passenger in the B.C. General Aviation Association's (the "BCGA") Private Airstrip Access Program (the "Program") and access airstrips owned by the landowners participating in the program (the "Landowner"), related events and activities, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) it is hereby agreed as follows:

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I understand and acknowledge that I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, property loss or damage) of my participation in flight activities as a passenger at any airstrip, aerodrome, or area of land that is used for taking off and/or landing an aircraft ("Airstrip"), that is registered on the BCGA website and owned by and/or operated by Landowner(s).

I understand and acknowledge that I am fully aware of and assume the risks (including but not limited to the risk of serious bodily injury, property loss or damage) of my participation in flight activities as a passenger at any airstrip, aerodrome, or area of land that is used for taking off and/or landing an aircraft ("Airstrip"), that is registered on the BCGA website and owned by and/or operated by Landowner(s).

I understand that BCGA and Landowner (collectively, the "Released Parties") shall have no responsibility to pay for medical treatment and related costs if I am injured. I further understand and agree that any Airstrip is provided for use "as is", and that the Released Parties disclaim all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose of an Airstrip.

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Knowing the risks described above, I agree, personally and on behalf of my family, heirs and personal representative(s), to assume all the risks and responsibilities surrounding my use of any Airstrip and participation in the Program.

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To the fullest extent allowed by law and equity, I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Released Parties, their respective officers, directors, staff, volunteers, employees and agents, and TO RELEASE AND INDEMNIFY THE RELEASED PARTIES from and against any and all liability for any damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Airstrip and/or my participation in the Program, **RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, AND REGARDLESS OF FAULT**, in respect of the Airstrip and/or Program, or in respect of the provision of or the failure to provide any warnings, directions, instructions regarding the Airstrip or the risks, dangers and hazards of flight activities and/or the Program and/or the Airstrip.

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I agree that this agreement shall be governed by the laws of the Province of British Columbia.

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I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND BASED UPON MY INDEPENDENT EVALUATION OF ALL THE ABOVE I REAFFIRM MY VOLUNTARY ASSUMPTION OF ALL THE POSSIBLE RISKS AND DANGERS OF BEING A PASSENGER AND USING THE AIRSTRIP, WHETHER DESCRIBED ABOVE OR OTHERWISE, AND I AM PARTICIPATING IN THE FLIGHT ACTIVITIES OF MY OWN FREE WILL. I UNDERSTAND ALL THE ABOVE TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND ACCEPT THEM UNCONDITIONALLY.

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DATE

DATE

PASSENGERS SIGNATURE

WITNESS PILOT SIGNATURE

PASSENGERS SIGNATURE

WITNESS PILOT SIGNATURE

PASSENGERS NAME (PRINT)

WITNESS PILOT NAME (PRINT)

PASSENGERS NAME (PRINT)

WITNESSES PILOT NAME (PRINT)