

**VOLUNTARY RELEASE OF RIGHTS
AND WAIVER OF LIABILITY**
JAARS, INC.
P.O. Box 248, Waxhaw, NC 28173

Official Use Only

Pax #: _____
Flight #: _____
Date: _____
Time: _____ am/pm
Aircraft: _____

**PLEASE READ CAREFULLY! BY SIGNING THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR DAMAGES**

PARTICIPANT NAME: _____ DATE OF BIRTH: _____
(mo/day/year)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NAME OF PARENT/GUARDIAN: _____
(If participant is under 18 years of age)

ADDRESS (if different from above): _____

CITY: _____ STATE: _____ ZIP: _____

PASSENGER WEIGHT

*For aircraft weight
limitations*

THIS VOLUNTARY RELEASE OF RIGHTS AND WAIVER OF LIABILITY (the "Release") is executed on the ___ day of _____, 20___, by the Participant identified above, and, if applicable, his/her parents/guardians identified above, in favor of JAARS, Inc.

WHEREAS, we, the undersigned, have been made aware and understand that to participate in any part of the JAARS, Inc. program (including the possibility of airplane, helicopter, boat or off road 4 wheel drive rides), carries with it certain dangers, hazards and risks associated with those activities. We understand that these risks include the potential for serious bodily injury or death that may arise from the inherent nature of these activities. These risks include, but are not limited to hazardous, uncertain, or unpredictable wind or weather conditions or other acts of nature, mechanical malfunction or equipment failures with possible defects in design, manufacture or assembly, improper or careless use, negligent actions wholly or partly caused by other third parties beyond the control of JAARS, Inc., accidents caused by a variety of human factors, medical conditions of the participant and/or JAARS personnel, whether any of these conditions, acts or risks are foreseen or unforeseen, contemplated or not contemplated, obvious or hidden, or through omission or commission, negligence or error of any kind; and

WHEREAS, the undersigned agree to assume any and all risks of participation in any part of the JAARS program (including airplane, helicopter, boat or off road 4 wheel drive rides), and freely and voluntarily choose to participate in these activities with full knowledge of these risks;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, the undersigned hereby agree as follows:

1. Waiver of Claims. To waive, release and discharge any and all claims of any kind whatsoever that I may have against JAARS, Inc. and its shareholders, officers, directors, employees, agents, and representatives (all of whom shall hereafter be referred to as the "Releasees"), including but not limited to any claim for damages, relief or compensation JAARS Voluntary Release of Rights and Waiver of Liability for Aircraft Passengers (Rev Apr 2019) which I may have by reason of injury, death, property damage or loss of any kind arising out of my participation in any part of the JAARS program (including airplane, helicopter, boat or off road 4 wheel drive rides).

2. Hold Harmless. To exempt, absolve, hold harmless and indemnify the Releasees of and from any and all current or future responsibility, liability, duty of care, and/or claims arising out of any injury, death or loss while participating in any part of the JAARS program (including airplane or helicopter rides), even if such loss, damage, injury, or death is the result of negligence on the part of any or all of the Releasees, or from any other cause. The parents/guardians of any minor named above hereby expressly agree to indemnify and hold harmless the Releasees from any claims, losses, costs or expenses of any kind, including attorneys' fees, which Releasees may incur as a result of any lawsuit, claim or demand made by said minor against Releasees for any of the activities contemplated herein, to include but not limited to any such lawsuit, claim or demand asserted against Releasees after said minor reaches the age of majority.
3. Covenant Not To Sue. I hereby covenant not to sue and agree to never initiate, or be a party to any lawsuit, claim, demand, prosecution or action of law for any damages, relief, or compensation, which I may have by reason of injury, death, damage or loss of any kind whatsoever relating to the negligence on the part of any or all of the Releasees arising out of my participation in any part of the JAARS program (including airplane, helicopter, boat or off road 4 wheel drive rides).
4. Scope. That this Release shall be effective and fully binding upon my heirs, next of kin, executors, administrators, and assigns in the event of my death.
5. Severability. If a court of competent jurisdiction should decide that any part of this Release is illegal, or unenforceable, or void as a matter of public policy or otherwise, such a determination shall not affect the validity, or enforceability of the remaining provisions. Specifically, to the extent that it may be determined by a court of competent jurisdiction that a complete release of any legal right referenced herein is illegal, unenforceable or void as a matter of public policy, then I hereby consent to a limitation of liability for any injury, death, damage or loss to no more than \$500,000.00, which damages must be specifically alleged and proved in a court of competent jurisdiction.
6. Choice of Law. This Release shall be governed by and construed under the laws of North Carolina. I agree that any legal action or proceeding relating to this Release, or arising out of any injury, death, damage or loss as a result of my participation in any party of the JAARS, Inc. program (including airplane or helicopter rides), shall be brought only in the District or Superior Court of Mecklenburg County, North Carolina or the Federal District Court in the Western District of North Carolina.

We have been given ample time to read this Release, and each of the undersigned fully accepts its contents and conditions and agrees to them by signing this Release voluntarily. We are aware that by signing this Release that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigned may have against the Releasees.

JAARS may take photographs while you are at this event. These may be used for JAARS communications purposes and will not be used in an unprofessional manner. Should you wish to not have your photo taken or used, please make this desire known to the photographer.

PARTICIPANT:

PARENT/GUARDIAN:

Signature

Signature

Printed Name

Printed Name