



Phone +1 (616) 633 3179 | **eMail** info@westmiflightacademy@gmail.com
Address 9100 Vinton Ave. NW. Sparta, MI 49345 - **Miller Sparta Airport [8D4]**

FLIGHT WAIVER - FLYERS UNDER 18 YEARD OLD

Please Complete & Bring The Day Of Your Flight

TERMS & CONDITIONS

This document affects your legal rights. Read and understand it before initialing or signing. **DUTY OF PARTICIPANTS:** I recognize that activities conducted by WEST MICHIGAN FLIGHT ACADEMY, (hereinafter "WMFA") may be hazardous to participants regardless of all reasonable safety efforts and measures that can be taken. I further understand that such activities, which I choose to voluntarily for my child to engage in, may involve the risk of serious injury or permanent disability. I understand that these injuries and losses may result not only from my child's, actions or negligence, but the actions, negligence, or fault of others. I also understand that injuries may be sustained by third parties. As a condition of and as consideration for my child, being allowed to participate in WMFA activities, use of airplane, facilities, premises, and or equipment, I hereby release WMFA, its principals, directors, officers, their agents, employees, instructors, volunteers, and insurers from any liability or cause whatsoever as well as from and against any lawsuits or other claims for damages including, but not limited to, personal injury and permanent disability to my child or third-parties, that may result from my child's, participation in the flight program or recreational activities provided by WMFA. My child's, participation in these classes is purely voluntary. No one is forcing her/him to participate, and I elect to allow my child to participate in spite of the known and unknown risks. My child, as all participants, shall have a duty to act as a reasonably prudent person when engaging in flight operations and recreational activities that are offered by WMFA. I, and my child, hereby covenant and agree not to engage in the following: 1) Any act or behavior that interferes with the performance or operation of WMFA when such activities conform to the rules and regulations of WMFA or the FAA. 2) Use of any WMFA aircraft, equipment or facilities is prohibited without WMFA's supervision. 3) Any harmful conduct or willfully or negligently engage in any type of conduct that may contribute to or may cause injury to any person. 4) Any self-initiated activity without first informing WMFA of her/his intentions and receiving permission from WMFA to engage in such self-initiated activity. This release of liability includes negligent acts or omissions or other faults of WMFA including conditions on or about the premises, facilities, and any other fault of WMFA. I (We) agree to indemnify, defend and hold harmless WMFA from and against any and all liabilities, judgments, settlements, losses, costs or charges, including reasonable attorney's fees, incurred by WMFA as a result of any claim, demand, lawsuit, arbitration or any other action relating to any bodily injury, property damage or other damage caused by, arising out of, related to, or associated with my child's, use of WMFA aircraft, equipment and facilities. I agree to indemnify and hold harmless WMFA for any lawsuits or other claims for damages including personal injuries and wrongful death and I agree to indemnify WMFA for any costs and attorney's fees associated with defending such lawsuits and claims. I also grant to WMFA and its assigns the right to use, publish, reproduce, and disseminate any photograph, film, videotape, recording or other likeness of my child obtained in connection with WMFA's flight operations, classes and field trips, in advertising and promoting WMFA programs, without payment or compensation to me or my child. I am signing this release freely and of my own accord, realizing that it is binding upon me, my heirs, personal representatives and assigns, and in signing this release on behalf of a minor, I have full authority to do so, realizing its binding effect on the minor as well as me. Because I understand the risk involved in my child's, participation in these activities, I have carefully considered the adequacy of my insurance, or the applicable insurance of my child, and personal financial resources which would be available to provide for my child or children, and any other person who may be dependent upon me for support. By signing this release and by participation in WMFA's flight operations and other activities, I say that I am, properly insured or financially equipped to provide for any contingency, which may arise as a result of my child's, participation in WMFA activities. I understand that I am giving up me and my child's, right to make claims or file lawsuits against WMFA, its principals, directors, officers, their agents, employees, instructors, volunteers, and insurers for injuries and other damages which may occur while my child, participate with or on WMFA equipment and facilities. **ENTIRE AGREEMENT:** I understand that this is the entire agreement between myself, my child and WMFA, its agents, employees, volunteers, directors, or officers, and that it cannot be modified or changed in any way by the representation or statement of any employee, instructors agent, volunteer, director, or officer of WMFA. My signature below indicates that I have read this entire document with my child, have understood it completely and agree to be bound by its terms.

FLYER'S INFORMATION

COMPLETE NAME

FLYER'S EMAIL

FLYER'S PHONE NUMBER

FLYER'S DOB

FLYER'S COMPLETE ADDRESS

FLYER'S PARENT OR LEGAL GUARDIAN'S INFORMATION

NAME

COMPLETE ADDRESS

EMAIL

PHONE NUMBER

TODAY'S DATE



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FLYER'S DOB

FLYER'S COMPLETE ADDRESS

FLYER'S SIGNATURE

TODAY'S DATE
