



RELEASE/HOLD HARMLESS AGREEMENT FOR FORMATION FLYING

Read this document in its entirety before signing.

I, the undersigned, hereby acknowledge and attest to the fact that I intend to voluntarily engage with other pilots in formation flight activities for one or more of, but not necessarily limited to, the following purposes: recreation, demonstration, to receive or give formation training, to conduct formation practice, or to ride on a formation flight for the purposes of observation.

I recognize that participation in formation flight and formation training activities, either as a pilot, instructor, safety pilot, or an observer, involves operating, or riding in, an aircraft in close proximity to other aircraft during all phases of ground and flight operations and is inherently dangerous, wherein there is a possibility of a ground or mid-air collision with another aircraft. I further recognize that the consequence of such a collision could lead to damage to, or even the destruction of, the aircraft in which I fly or ride, possibly resulting in serious injury to myself, or even death.

I acknowledge that, while not required by the FAA, I will at all times while engaged in formation flying activities, wear a certified and properly packed parachute to enhance my safety, and that I am familiar with its use and function.

I also acknowledge that the use of additional safety equipment such as, but not limited to, a fire-proof flight suit, crash helmet, and other safety paraphernalia while engaged in formation flight, has the potential to increase my level of safety in the event of a ground or mid-air collision. Even taking this into consideration, I may choose for personal reasons to not avail myself of this additional safety equipment, and do so with full knowledge of the risks involved in this activity and the possible benefit to be lost by foregoing the use of such equipment.

Acknowledging these facts as stated above, I, for myself, my heirs, executors, administrators and assigns, do hereby release, hold harmless, and forever discharge all others involved, each and every one of them, from any and all claims, demands, or losses from injuries or death incurred or sustained by me as a result of participating in activities involving formation flight. "Others" includes other participants, be they qualified formation pilots, trainees, formation instructors, formation safety pilots, or observers.

I intend this release/hold harmless to be in effect regardless of the purpose of the formation flight, including, but not limited to, recreation, demonstration, or training purposes, including receiving instruction, giving instruction, observing, practicing for, and traveling to and from activities involving formation flight. Further, I intend this to be in effect at any location where I might engage in formation flight, including any fly-in, airshow, fly-by, or formation training clinic, whether such event or flight is organized and sanctioned by any entity or organization, or simply unorganized participation with those persons with whom I choose to fly.

Furthermore, I, for myself, my heirs, executors, administrators and assigns, do hereby agree to accept any and all financial obligations I may incur which arise out of my participation in, attendance at, practicing for, traveling to and from, or engaging in, formation flying activity.

For myself, my heirs, executors, administrators and assigns, I acknowledge that it is my intent not to bring any legal action or seek any reimbursement for any loss I may suffer, against or from any other party involved in any formation flight or activity in which I may participate.

If any section of this document is deemed unenforceable, that section alone will not apply, and all other sections of this document will remain in effect.



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I certify that any aircraft I use for the purpose of formation flight is, to the best of my knowledge, in good mechanical repair, has a valid airworthiness certificate, a valid registration, a current annual inspection, and is covered by aircraft liability insurance.

I acknowledge that I hold at least a Private Pilot's license, a current and valid FAA Medical Certificate, meet the appropriate currency-of-flight requirements of Title 14, CFR, Part 91 ("FAR's"), and have undergone a Biennial Flight Review (BFR) or other required qualification check within the time period prescribed by the FAA.

I certify I have read this document in its entirety and I sign it without reservation.

Signed this the _____ day of _____ 2013, at (location): _____

FORMATION PILOT / INSTRUCTOR / OBSERVER

(Print Name): _____

SIGNATURE: _____

Note: If not using a parachute, simply mark through that paragraph and initial.