

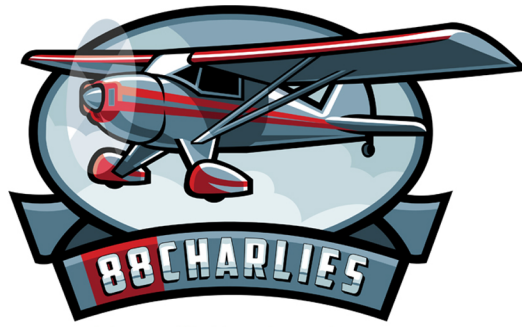


Aircraft Restoration
Cultivating the Next Generation Through Aviation

Agreement To Waive Liability, To Assume Risk, And To Indemnify - Minor

I am the parent or legal guardian of the child who signs this Agreement (referred to as the "Participant"). The Participant wishes to participate in activities planned and executed under the auspices of 88CHARLIES Inc., which may include the Participant's being given one or more airplane rides in an airplane or airplanes belonging to 88CHARLIES Inc., or a member of 88CHARLIES Inc., and participating in other aviation related activities. All such activities, now or in the future, are called the "Activities". In consideration of the Participant's being allowed to take part in the Activities, the Participant and I agree:

- 1. Assumption of Risk.** Aviation, including flying and other airport-based activities, carries with it inherent risks that cannot be completely eliminated. Specific risks range from minor injuries, such as scratches, bruises and sprains, to major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, to catastrophic injuries, including paralysis and even death. The Participant and I, for ourselves, heirs, and personal representatives, understand these risks. We know that participation in the activities is voluntary, and we knowingly assume all risks of injury or death to the Participant, and of damage to our property occurring as a result of participation in the activities.
- 2. Release, Discharge, and Agreement Not to Sue.** The Participant and I release, and agree not to sue 88CHARLIES Inc., and the officers, directors members, employees, agents, and volunteers of each of them (collectively "88CHARLIES Inc.") from all claims for injury or death or damage to our property arising from participation in the activities. This release includes all claims now existing or arising in the future, including claims and legal rights arising out of negligence of 88CHARLIES Inc. and any other breach of a legal duty arising by common law, statute, contract or otherwise.
- 3. Indemnification.** The Participant and I agree to indemnify 88CHARLIES Inc. from all claims, suits, expenses, damages, and liabilities, including attorneys' fees, made by any person on Participant's behalf, and to reimburse 88CHARLIES Inc. for them as they are incurred.
- 4. Parent or Legal Guardian Certification and Consent.** I have read and understood all of this Agreement. I understand the inherent risks of participating in the Activities, which could cause injury, death, or damage to the Participant and our property. If the Participant is of an age to understand these risks, I have explained them to him or her. I acknowledge that 88CHARLIES Inc. has given me the opportunity to discuss this document with legal counsel. I am aware and specifically waive the provisions of any Civil Code, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debater". I am aware of and specifically waive the provisions of any such Code, which provides in pertinent part as follows: "Everyone is responsible, not only for the result of his or her willful acts, but also for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person".



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5. **Use of Name and Likeness.** I grant 88CHARLIES inc. the right and permission to use mine and Participant's name and photograph for advertising and promotion in any medium, without additional compensation or approval.

6. **Severability.** This agreement is intended to be as broad and inclusive as permitted by law. If any portion is held to be invalid, the balance of the provisions shall continue to be effective.

IMPORTANT NOTICE!

Before signing this Agreement, read this entire document very carefully. If an accident were to occur involving the Participant, you and the Participant (by signing this Agreement) will be giving up legal rights that you and the Participant might otherwise have. In addition, you and the Participant might be incurring legal liabilities that you might not otherwise have. If you do not understand anything in this document, you should not sign the Agreement, but instead consult with your legal advisor. It is the intention of the undersigned to exempt and relieve 88CHARLIES Inc. and associated parties from liability for personal injury, property damage or wrongful death.

Parent/Guardian Signature

Participant Signature

Parent/Guardian Name (Printed)

Participant Name (Printed)

Date

Date