



# Aircraft Rental, Participation & Liability Release Agreement

Any authorized member of the Centennial Aviation Academy is responsible for obtaining and discussing the following items with any new student. If any item is not applicable, please write "N/A" next to that line item on this checklist. Once all items have been checked, received and reviewed, the authorized member of the Centennial Aviation Academy shall sign the portion below on this sheet. Any questions should be directed to the appropriate company administrator.

### Items to Collect Along with this Agreement:

- Copy of Student's Passport **or** Birth Certificate **and** Government Issued Photo ID
- Copy of U.S. Visa (if applicable)
- Copy of Student's State ID Card/Driver's License
- If student is under 18, then a copy Parent/Guardian State ID Card/Driver's License
- If student is not a US National, then a copy of the TSA Authorization
- FAA Medical Certificate
- FAA Pilot Certificates
- Proof of Aircraft Insurance (for students soloing or renting)

-----For Centennial Aviation Academy Official Use Only-----

I, as an authorized representative of the Centennial Aviation Academy Inc. certify that this packet has been received in its entirety and is complete.

Name of authorized CAA representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Received: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

CAA Packet Revision Number: 0022019



# Aircraft Rental, Participation & Liability Release Agreement

Please complete all pertinent sections of this agreement. Aircraft rental/participation by the renter/student (used interchangeably) in any and all Centennial Aviation Academy, Inc., (herein after known as Centennial Aviation Academy or "CAA") events will only be permitted once this entire agreement is accurately completed, received and then signed by a CAA instructor/authorized staff member. If the renter is under the age of 18 then a parent or guardian having legal custody must co-sign this agreement. If you have any questions, please contact an authorized member of CAA directly.

---

## Please check all that may apply:

Certificate: Student \_\_\_ Private \_\_\_ Commercial \_\_\_ ATP \_\_\_  
Ratings: ASEL \_\_\_ AMEL \_\_\_ IFR \_\_\_ CFI \_\_\_ CFII \_\_\_ MEI \_\_\_ OTHER \_\_\_  
Endorsements: Complex \_\_\_ HP \_\_\_ Tailwheel \_\_\_ High Altitude \_\_\_ OTHER \_\_\_

## Complete the following:

Renter's Full Legal Name: \_\_\_\_\_

Renter's Full Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Type: \_\_\_\_\_

Pilot Certificate Number: \_\_\_\_\_ Date of last BFR/Equip: \_\_\_\_\_

Date of Last IPC/Equip: \_\_\_\_\_ FAA Wings Participant: YES/ NO

Wings Phase: \_\_\_\_\_ Date Completed: \_\_\_\_\_

FAA Medical Certificate:

Number/App ID: \_\_\_\_\_ Class: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Expiration: \_\_\_\_\_ Limitations/Waivers: \_\_\_\_\_

---

Aviation Insurance Information:

Carrier: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Hull Limits: \_\_\_\_\_ Liability Limit: \_\_\_\_\_

Eff Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Renter's Flight Experience:

TT: \_\_\_\_\_ TT Complex: \_\_\_\_\_ TT IFR: \_\_\_\_\_ TT XC: \_\_\_\_\_ TT NIGHT: \_\_\_\_\_

Hours by Make and Model of Aircraft:

Make/Model: \_\_\_\_\_ TT: \_\_\_\_\_      Make/Model: \_\_\_\_\_ TT: \_\_\_\_\_  
Make/Model: \_\_\_\_\_ TT: \_\_\_\_\_      Make/Model: \_\_\_\_\_ TT: \_\_\_\_\_

**Please answer the following questions. All "yes" answers must be fully explained in writing:**

As PIC (Pilot in Command) or as SIC (Second in Command), have you ever been involved in any aircraft incident(s)/accident(s)?      NO / YES (if yes, please explain)

As PIC (Pilot in Command) or as SIC (Second in Command), have you ever been found guilty of any Federal Aviation Regulation violation(s)?      NO / YES (if yes, please explain)

Explain any questions you answered "yes" to: (use additional pages if required) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In exchange for allowing me the privilege of renting an airplane and or participating in any activity from the Centennial Aviation Academy, I hereby voluntarily agree to abide by the following rules: (initial next to each line item)**

\_\_\_\_\_ I agree to comply with all applicable federal, state, local and CAA regulations.

\_\_\_\_\_ I understand that CAA may at anytime terminate my training for any reason which may include but not be limited to: failure to pay, habitual tardiness, exam failures, canceling/no showing for classes or failure to meet the requirements to uphold a FAA (Federal Aviation Administration) Medical Certificate. I further understand that cancellation/no show fees may apply in such circumstances at current posted rates on the company website.

\_\_\_\_\_ I understand that my training at CAA is not guaranteed and that there is no guarantee of a license. The training will be provided strictly on a lesson by lesson basis. At my instructors sole discretion, and when they believe I have met the pertinent requirements and standards, they will specifically endorse me per the regulations for an FAA exam. There is no oral or written contract between CAA or myself that promises a course of training or any certification. Appropriate certification shall only be earned as, when and if such training is completed in compliance with the Federal Aviation Regulations pertinent at that time.

\_\_\_\_\_ I understand that if the CAA aircraft I am renting is equipped with a tracking device, that I shall ensure that this is always enabled while the aircraft is under my authority. Disabling or tampering with company tracking devices shall constitute a breach of this agreement and future rental privileges shall be immediately suspended.

\_\_\_\_\_ I will perform a complete pre-flight inspection using the manufacturers approved checklist prior to taking any flight.

\_\_\_\_\_ I agree to NOT use the aircraft for hire or for any other commercial use or activity.

\_\_\_\_\_ I agree to return the aircraft at the agreed time (safety permitting) and will return it in the same condition it was received (normal wear and tear expected). Should any delay occur, I further agree to contact CAA to advise of the delay. Should the aircraft need to be recovered from another airport due to any reason except for mechanical failure, I agree to fully reimburse CAA for any expenses associated with recovering the aircraft.

\_\_\_\_\_ I understand that an aircraft checkout is required before any aircraft rental can commence under my authority as Pilot in Command (PIC).

\_\_\_\_\_ I understand that it is my responsibility to provide the CAA with any updated information as pertinent to this agreement.

\_\_\_\_\_ I agree to only land at public use airports that are paved and have dimensions of at least 3,000ft x 50ft (or at least 50% higher than the length required by the Pilots Operating Handbook for the type of operation being conducted). Any airports or landing areas not meeting these criteria are not approved and are prohibited unless otherwise specifically authorized in writing by the chief pilot. Should any variance be allowed, that shall only be valid for that specific flight and is not considered a permanent authorization. Students on dual training flights may land on airports that do not meet this requirement as long as they are with a CAA instructor and the Chief Pilot has approved that flight.

\_\_\_\_\_ I agree to discontinue my flight if the flight conditions should fall outside the limits as established in the "Flight Minimums" section of this document.

\_\_\_\_\_ I agree to not practice or intentionally cause the aircraft to enter a spin unless in a spin certified aircraft and when accompanied by an authorized CAA flight instructor.

\_\_\_\_\_ **I AGREE THAT THE CENTENNIAL AVIATION ACADEMY WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE SUFFERED BY ME DUE TO AIRCRAFT AVAILABILITY, MALFUNCTION OR MY FAILURE TO ARRIVE AT MY DESTINATION ON A TIMELY BASIS. I FURTHER UNDERSTAND THAT THE CENTENNIAL AVIATION ACADEMY MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING ANY AIRCRAFT RENTAL.**

\_\_\_\_\_ I agree to report any precautionary landings or any other aircraft or passenger related anomalies to the Chief Pilot. I further agree that in the event of an emergency/precautionary landing, that I am solely responsible for the aircraft until that time in which a CAA instructor or other company authorized personal are on the scene and relieve me of this obligation.

\_\_\_\_\_ I agree that unless otherwise specifically authorized (in writing) by the Chief Pilot; to always operate the aircraft from the left seat. I further understand that while renting aircraft from the CAA that I (when certified to do so) am to act as Pilot in Command (PIC).

\_\_\_\_\_ I agree to pay for all posted charges including any landing, handling or other service related fees that may be paid by CAA that may occur as a result of any of my flights.

\_\_\_\_\_ I agree to not take the aircraft outside of the United States of America continental limits unless otherwise authorized by CAA in writing. In this event, such authorization shall only apply to that individually authorized flight and is not considered a permanent authorization.

\_\_\_\_\_ I agree to never hand prop the airplane, never allow anyone to enter or leave the aircraft while the engine is running and also to never smoke on any ramp areas or in the airplane.

\_\_\_\_\_ I understand that I will be held financially responsible and liable in the event of any incident/accident resulting in damage or injury to persons or property on the ground, in the aircraft (for passengers I may have onboard) and/or for damages to the aircraft. I further agree and understand that my passengers must sign a waiver prior to boarding any CAA aircraft.

\_\_\_\_\_ I understand that the Centennial Aviation Academy's insurance policy(ies) only cover them and that their insurance is not extended to me/my passengers in any way. I am fully responsible in the event should any hull loss or liability occur. While renting any CAA aircraft, I agree to maintain a minimum insurance hull limit of \$80,000.00 and liability coverage of \$1,000,000.00 and understand that my insurance shall be primary in the event of any loss regardless of fault. The Centennial Aviation Academy and/or its insurance company have full rights to subrogate against me for any payments it may be required to make on account for any damage or loss arising out of my operation of the aircraft. I further agree that any lapse insurance coverage does not relieve me of this financial responsibility and agree to be held personally liable for any damages caused when the aircraft is under my operational control.

\_\_\_\_\_ I understand that from time to time (at the sole discretion of CAA), I may be required to perform regular checkout/proficiency flights with a CAA instructor. I understand that satisfactory performance per current Airmen Certification Standards for the certificate or rating held will be required to continue renting. Failure to perform to standard, will result in an immediate suspension of rental privileges.

\_\_\_\_\_ I agree that if I am an adult student (over the age of 18 or otherwise enrolled in a private course of study) to always dress in business casual (or better) attire. If I am a student under the age of 18 and or enrolled in any Pilot Academy Program course to dress in the following manner: All Classes and Winter Flights (October 1-March 31): Full pilots uniform including pressed white pilot shirt (and white undershirt), black pants, black solid leather belt, polished black dress shoes, black tie, name tag/epaulets/wings and a black pen.

Summer Flights (April 1- September 31): CAA Issued polo, black pants, black solid leather belt, polished black dress shoes, and a black pen.

Failure to adhere to this dress code will result a flight cancellation/dismissal from class (with the appropriate cancellation/no show fee applied) and/or a \$50 violation fine.

\_\_\_\_\_ I understand that aircraft and Instructor are subject to change regardless of what the schedule reflects or what was originally booked. I further understand that Dual flights have scheduling priority over all other flight types.

\_\_\_\_\_ I agree that all guests (non-students of CAA) must sign a valid guest waiver prior to flying on any of CAA's aircraft. I further understand that prior permission to bring a guest(s) is required from the Instructor.

\_\_\_\_\_ I understand that CAA requires a minimum of 3 lessons per week to remain eligible as a student at CAA. If less than 3 classes are scheduled per week, CAA has the right to terminate training.

\_\_\_\_\_ I understand that this agreement may be updated from time to time and that the most recent revision will be electronically available for my viewing on the CAA website at [www.centennialaviationacademy.com](http://www.centennialaviationacademy.com). If the website should be unavailable, then a hard copy will be made available upon request at the Centennial Aviation Academy's primary business location. I further understand that by continuing to rent aircraft from CAA, that I will be bound to any updates in this document and that it is my responsibility to check the most current revision for changes before each and every rental of any CAA aircraft. If I do not approve of any of the changes then I will refuse aircraft rental and/or flight lesson.

**Flight Minimums:**

<b>Certificate Held</b>	<b>Vis.</b>	<b>Ceiling</b>	<b>Cross-wind</b>	<b>Fuel Reserve (day)</b>	<b>Fuel Reserve (night)</b>
Student	AS AUTHORIZED			1.5 HRS	1.5 HRS
Private & Commercial	5 SM	1,500 AGL	AS PUBLISHED IN OPERATING HANDBOOK	1.0 HRS	1.5 HRS
IFR	AS ON	PUBLISHED FAA CHARTS	AS PUBLISHED IN OPERATING HANDBOOK	1.0 hour past alternate	

**CENTENNIAL AVIATION ACADEMY, INC.**  
**THIS FORM MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED NORATY PUBLIC**  
**PARTICIPATION AGREEMENT**

I, the undersigned (the student – if under 18 then also the parent/legal guardian), have the authority to enter into this agreement, in exchange for being allowed to take part in this or any other flight/activity. I, the undersigned, agree to this contract as follows:

**AGREEMENT TO WAIVE ALL CLAIMS, LIABILITY AND NOT TO SUE**

I release and discharge the Centennial Aviation Academy, Inc., and all the officers, directors, students, chapters, employees, agents, divisions, affiliates, and volunteers (including pilots, owners and operators of airplanes used during any event/flight) of each of those corporations and any other persons or entities (herein after known as "CAA"), claimed or deemed to be liable from, and agree not to sue CAA for, any and all claims against CAA for, any injury or death arising from the participation in any flight/activity. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of CAA, other than those resulting from the gross negligence or willful misconduct of CAA.

**AGREEMENT TO ARBITRATE AND WAIVE JURY TRIAL**

Should any matter arise which cannot be mutually resolved between CAA and myself, I agree that, that, upon the sole and exclusive election of CAA, any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising from or relating to my enrollment or participation (whether direct or indirect) in any CAA activity, shall be resolved by binding arbitration and under the Rules of the American Arbitration Association in Atlanta, GA. The parties exclusively select the application of Georgia substantive law to resolve legal issues that may arise in the course of such arbitration or any litigation between the parties. Should any such controversy arising from or related to this agreement or any other agreements or dealings between the parties be litigated rather than arbitrated, the parties select as the sole and exclusive venue for any such litigation the appropriate court(s) in DeKalb County, GA. In this event, each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any related way relating to this agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, common law or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to trial by jury.

**ASSUMPTION OF RISK**

I understand that flying in airplanes and being around airplanes involves risks. Serious injury or death can result from many causes, including but not limited to airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could include, but are not limited to, minor injuries such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; or catastrophic such as paralysis, severe burns, or death. I assume all risks and full responsibility for any injury or death arising from taking part in any activity/flight.

**NO ORAL AGREEMENTS**

This entire agreement and any attached documents constitute the final agreement between the parties and may not be contradicted by evidence of prior contemporaneous or subsequent oral agreements between the parties. There are no unwritten agreements between the parties.

**INDEMNIFICATION**

I agree to indemnify and hold CAA harmless from any losses, claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in any flight/activity including any claim by a third party as to personal injury or property damages. This duty to indemnify and hold CAA harmless applies even if CAA is negligent and even if the negligence of CAA is as the sole proximate cause: however, indemnification of CAA is not required if CAA is grossly negligent or has engaged in willful misconduct.

**SEVERABILITY/COUNTERPARTS**

If any term of this entire Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**PHOTO/VIDEO/AUDIO RELEASE**

I hereby grant CAA, the right to take photographs/videos (which include audio recordings) of me and my property in connection with any CAA sponsored event. I further authorize CAA, its assigns, and transferees to copyright, use, and publish the same in print and/or electronically. I agree that CAA may use such photographs/videos/audio recordings of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and online content. I further understand and agree to being recorded by both audio and video for surveillance/security purposes while on CAA Property. I understand that if I do not agree to the above terms then I will not partake in any program offered by CAA.

**LEGAL ADVICE**

I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to the provisions of this Agreement. I am voluntarily signing this Agreement and intend it to be the perpetual, unconditional release of all liability to the greatest extent allowed by law. Before signing, carefully read this entire agreement.

Note from CAA: If an accident were to occur, you would be giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

\_\_\_\_\_  
**Signature of Student/ Enrolling Student**

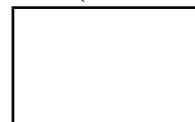
\_\_\_\_\_  
**Printed Name of Student/ Enrolling Student**

\_\_\_\_\_  
**Signature of Parent/ Legal Guardian (If under 18)**

\_\_\_\_\_  
**Printed Name of Parent/ Legal Guardian (If under 18)**

Sworn to and subscribed before this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Stamp: →



\_\_\_\_\_  
**(Notary Public) My Commission expires: \_\_\_\_\_**

# CENTENNIAL AVIATION ACADEMY, INC.

## Medical Liability Release Form

**DIRECTIONS:** Due to legal restrictions, it is necessary that all students/participants complete this form to be eligible to attend any and all Centennial Aviation Academy, Inc., (herein after known as "CAA") events. Please PRINT all information. (If any item needs to be intentionally left blank, please write "N/A" on that line)

Full Legal Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Parent/Student Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Second Parent/Guardian/Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Student's Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Physician's Address: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Telephone Number: Home: \_\_\_\_\_ Work: \_\_\_\_\_

### Insurance Information:

Name of insured: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Group #: \_\_\_\_\_ Policy #: \_\_\_\_\_

### Do you have or have you ever had: (check any applicable item)

Allergies       Convulsions       Blackouts       Heart/Lung Problems

Physical Handicap       Medicine Reactions       Disease of any kind       Other (be specific)

Please explain any checked items above: (attach another sheet of paper to this document if needed)

\_\_\_\_\_

If currently taking any prescription or non-prescription medication, please specify below:

\_\_\_\_\_

**LIABILITY RELEASE:** I certify that the information described above is accurate and complete to the best of my knowledge. I understand that each individual is responsible for his/her own insurance coverage at all times during any CAA sponsored event. I release and discharge the Centennial Aviation Academy Inc., and all the officers, directors, students, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes used during any event/ flight) and each of those corporations from any legal or financial responsibility with respect to my personal or my student/child's participation in or contact with any known element associated with an activity including competitive events.

**STUDENT/PARENT/GUARDIAN:** Please ***initial in the box*** following and sign your name.

By initialing in this box, I give my permission for my (or my child's) immediate medical treatment as required in the judgment of the attending physician or authorized officer, and at the discretion of CAA officers, volunteers or other CAA authorized personnel. I also agree to fully cover any and all associated costs and fees. Notify me and/or any persons listed above as soon as possible.

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*END OF RENTAL AGREEMENT PACKET\*\*\*\*\*