

CENTENNIAL AVIATION ACADEMY, INC.

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 Guest

Printed Name of Guest

Signature of Parent/ Legal Guardian (If under 18)

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