

RELEASE, DEFEND, HOLD HARMLESS, and COVENANT NOT TO SUE

The undersigned is an applicant for membership or member of the Formation and Safety Team, known as FAST, a federation of signatory organizations established to promote education and safety in formation flying of restored, vintage and civilian aircraft, and is an applicant/holder of a Wingman, Leader and/or Check Pilot formation qualified card issued by FAST. The North American Trainer Association (NATA) is a signatory to FAST. The word "You" under this document means not only you, the person signing it, but your heirs, next of kin, dependents, family members and beneficiaries.

Under this document, FAST means not only the main organization, but also its signatory organizations, its officers, directors, members, member-applicants, agents, employees, representatives, and persons conducting flight training for the organization. It also includes pilots and check pilots participating in formation flights sponsored by F.A.S.T to the extent that they are not covered by liability insurance that would cover the activity.

Your participation is purely voluntary and on your initiative, risk and responsibility. You acknowledge that formation flying and formation training is inherently dangerous and often involves operations dangerously close to other aircraft and that regardless of precautions taken this activity may result in property damage, physical injury, disfigurement and death and that in participating you are assuming these known risks.

In consideration for being permitted to participate in the flying and other activities, you voluntarily assume any and all risks of injury, death or property damage while participating in the flights, training or other activities whether as pilot, passenger or as an invitee at the above mentioned events. You understand that flying involves certain risks, including, but not limited to take-offs, landings, engine failure, fire, and other malfunctions all of which may be caused by pilot error or negligence or carelessness of the pilot. Negligence means doing something which no responsible pilot would do or failing to do something that a reasonable pilot would do under the same or similar circumstances.

You also understand that the flying activities that you participate in may be conducted at sites that are remote from available medical assistance; and nonetheless agree to proceed with such activities in spite of the possible absence of medical assistance. You also understand that any equipment provided for your protection may be inadequate in preventing serious injury, including seatbelts, shoulder harness or parachutes.

You have discussed those risks with your spouse, parents, children, dependents, and/or any potential beneficiary who may otherwise have a right of recovery in the event of your death or injury, and all have acknowledged and agreed to accept those risks. You are in compliance with all applicable Federal Aviation Regulations, that you possess the necessary current pilot and medical certificates and ratings and any required recent flight experience required by the Federal Aviation Regulations for any subject flight and that you do not rely in any way on FAST members, directors, instructors, trainers or check airmen in fulfilling that responsibility. Your aircraft is in good and safe condition. You possess the requisite skill, physical fitness, and mental condition to participate in the flying activities and do not rely in any way on any of the Released Parties named below to make an assessment in this regard.

You do hereby, for yourself, your heirs, executors, representatives, administrators and assigns, release and forever discharge and hold harmless, the North American Trainer Association (NATA), Formation and Safety Team (FAST), from any and all claims, demands, actions or causes of action, even if caused by negligence of the Released Parties, which may arise out of or relate to your participation in the flying or social activities in whatever capacity, related to a NATA/FAST Clinic

You hereby waive any right to litigation against the Released Parties, and if this provision is deemed unenforceable for any reason, you agree to resolve any dispute that might arise through binding arbitration under the rules of the American Arbitration Association. In the event any suit is brought on your behalf against any of the Released Parties, you agree for yourself, your executors, administrators, heirs and assigns to defend, indemnify and hold harmless the Released Parties, and that any of the Released Parties shall be entitled to recover all attorney's fees and expenses incurred to resolve any dispute initiated by you or anyone purported to be acting on your behalf.

You are of legal age. You received a copy of this release in advance and you have carefully read this release and fully understand its contents. You are aware that this is a contract and sign it of your own free act and deed. Further, you agree that this Agreement will govern any claim arising out of or from your participation at NATA /FAST Clinics. If any portion of this agreement is held to be invalid or unenforceable, the balance of the agreement shall remain in full force and effect.

Name _____ Signature _____ Date _____

Witness _____ Signature _____ Date _____

This document will be kept in NATA permanent files.
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