

Liability Release, Assumption of Risk Agreement, Covenant Not to Sue, and Contact Information

I, _____, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that The City of Dallas nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may not be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs, or assigns that may occur as a result of my participation in commercial air tours, flying in aircraft, aircraft rental, aircraft operation, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities, or as a result of the negligence of any party, including the Released Parties.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities. I and my heirs, successors, and assigns hereby forever release and discharge the Released Parties, in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages and costs on account of, or in any way growing out of, any and all known and unknown, anticipated or unanticipated, personal injury, death and property resulting or to result from participation in these Flight Activities. I and my heirs, successors, and assigns further agree and covenant, for the consideration described above, never to file any claim, lawsuit or other proceeding, whether judicial or administrative, against the Released Parties for any personal injury, property damage, wrongful death or other injury suffered by me that may arise or result from my participation in these Flight Activities.

I agree to abide by the rules and regulations of the City and the tour operator while participating in these Flight Activities. I acknowledge that any information I provide to participate in these Flight Activities will be provided to the City, and I waive any right to privacy in the information which I have voluntarily provided. I recognize and acknowledge that the City makes no representations or warranties, express or implied, as to the nature and hazards or absence thereof of these Flight Activities or at the site(s).

I further state that I am at least 18 years of age _____ (initial) and legally competent to sign this liability release. I have carefully read the foregoing document and know and understand the contents thereof. I sign this release voluntarily as my own free act, with full knowledge of its significance, intending to be legally bound thereby. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

BY THIS INSTRUMENT, I AGREE TO EXEMPT AND RELEASE THE CITY OF DALLAS, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Participant's Signature

Date