

**RELEASE OF LIABILITY AND WAIVER OF RIGHTS**  
**READ CAREFULLY BEFORE SIGNING**

The individual named below (referred to as “I” or “me”) desires to take an airplane or other aircraft (collectively, the “Aircraft”) ride, pilot an Aircraft, rent an Aircraft, train to pilot an Aircraft (collectively, the “Activity”), and otherwise participate in recreational aviation activities as well as to participate in the associated activities including, but not limited to, boarding, deplaning and/or walking on the runway and/or around the Aircraft (the “Associated Activities”), with C-J INVESTMENTS, LLC, a New Mexico limited liability company (the “Company”). Such activities may result in bodily injury, death, and/or property damage. I understand and acknowledge that engaging in any of the above activities are purely voluntary and I have made the decision to participate of my own free will. In consideration of being permitted by the Company to participate in the Activities and in recognition of the Company’s reliance thereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

**I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES AND ASSOCIATED ACTIVITIES ARE POTENTIALLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND ASSOCIATED ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES AND ASSOCIATED ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

**I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, “RELEASEES”), ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ACTIVITIES OR ASSOCIATED ACTIVITIES, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.**

**I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AND ALL OTHER RELEASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY FEES, FEES, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, INCURRED BY/AWARDED AGAINST THE COMPANY OR ANY OTHER RELEASEES IN A FINAL NON-APPEALABLE JUDGMENT, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO MY PARTICIPATION IN THE ACTIVITIES AND/OR ASSOCIATED ACTIVITIES, INCLUDING ANY CLAIM RELATED TO MY OWN NEGLIGENCE OR THE ORDINARY NEGLIGENCE OF THE COMPANY.**

**I ACKNOWLEDGE THAT I HAVE A DUTY TO EXERCISE GOOD JUDGMENT AND ACT IN A**

**RESPONSIBLE MANNER WHILE USING THE AIRCRAFT, AND TO OBEY ALL ORAL AND WRITTEN WARNINGS, BOTH PRIOR TO AND DURING THE USE OF THE AIRCRAFT.**

To the best of my knowledge, I am in good physical condition and believe myself fully medically able to participate in the Activities and Associated Activities. I hold a valid driver’s license by a US State, and have not been refused an FAA medical certificate, or had one revoked.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities and Associated Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of New Mexico, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the laws of another jurisdiction. Any claim or cause of action arising under this Release may be brought only in the state courts located in Curry County, New Mexico and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE THE REQUIRED EVIDENCE OF MY ASSENT TO COMPLETELY AND UNCONDITIONALLY RELEASE ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver of Liability and Assumption of Risk.

Signed: \_\_\_\_\_

Printed Name of Parent or Legal Guardian:  
\_\_\_\_\_

Date: \_\_\_\_\_