

RELEASE OF LIABILITY
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of a Helicopter Sightseeing Flight organized by Roy A. Harding dba / HELICOPTER BIG BEAR (“Helicopter Big Bear”), at 501 Valley Blvd. Big Bear City, California 92314 and/or use of the property, facilities and services of Helicopter Big Bear, I agree for myself and (if applicable) for minor members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by HELICOPTER BIG BEAR, or the employees, representatives or agents of HELICOPTER BIG BEAR.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) minor members of my family, even injury resulting in death, and further release and discharge HELICOPTER BIG BEAR, its owners, employees, members, agents, assigns, and all business associates and partners involved in the presentation of the aboved described activity for injury, loss or damage arising out of my or minor members of my family’s use of or presence upon the facilities of HELICOPTER BIG BEAR, whether caused by the fault of myself, minor members of my family, HELICOPTER BIG BEAR or other third parties, including negligent acts by HELICOPTER BIG BEAR.
3. I agree to indemnify and defend HELICOPTER BIG BEAR against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or minor members of my family’s use of or presence upon the facilities or equipment of HELICOPTER BIG BEAR. I understand that this *RELEASE OF LIABILITY* is binding on me, my spouse, my heirs, my executors, administrators, personal representatives and assigns. I HAVE BEEN GIVEN THE OPPORTUNITY AND ARE ENCOURAGED TO SEEK LEGAL ADVICE PRIOR TO SIGNING THIS *RELEASE OF LIABILITY*. I understand that I would not be permitted to participate in the aboved noted activity unless I have signed this *RELEASE OF LIABILITY*.
4. I acknowledge that I DO NOT HAVE ANY physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activity, and, if required, will obtain a medical examination and clearance.
5. I agree to pay for all damages to equipment or to the facilities of HELICOPTER BIG BEAR caused by my or minor members of my family’s negligent, reckless, or willful actions.
6. I agree this *RELEASE OF LIABILITY* will be construed in accordance with and governed by the laws of the State of California, and that this *RELEASE OF LIABILITY* is intended to be as broad and inclusive as permitted by the laws of this jurisdiction.

I HEREBY ACKNOWLEDGE AND I AGREE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND SAME. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE HELICOPTER BIG BEAR.

THE PARTICIPANT HAS SIGNED THIS RELEASE OF LIABILITY AT 501 VALLEY BLVD. BIG BEAR CITY, CA 92314 / COUNTY OF SAN BERNARDINO ON THIS DATE _____.

Participant Signature: _____

Participant Name:(PRINT) _____

Participant Address: _____

Drivers License / Govt. Issued I.D / Passport: _____

Minors name(s) 1) _____

2) _____

3) _____

4) _____

In case of emergency , please call: _____

Relationship: _____

At phone number: _____ or phone number: _____

SIGNED, SEALED AND DELIVERED in the presence of: _____

WITNESS SIGNATURE: _____