

## Waiver of Liability and Assumption of Risk

In consideration of my use of the premises of the Hinton-Alderson Airport, Pence Springs, WV ("WV77"):

Waiver:

I for myself, my heirs, personal representative, or assigns, **do hereby release, waive, discharge, and covenant not to sue Michael R. Gwinn, Kelly C. Gwinn, On Course Aviation LLC, The James Tolley Estate, Echo Valley Farm LLC** and their trustees, directors, officers, employees, and agents from liability **for any and all claims** arising from use of WV77.

Assumption of Risk:

Operating an aircraft, whether in motion or static, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Operating an aircraft includes any action involving an aircraft, such as maintenance, fueling, flight, or any other interaction with the aircraft. I have read the previous paragraphs and I know and understand and appreciate these and other risks are inherent in the activity I am participating. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless:

I understand that my actions while using WV77 could result in legal liability to **On Course Aviation LLC, The James Tolley Estate, Michael R. Gwinn, Kelly C. Gwinn, Echo Valley Farm LLC** or their trustees, directors, officers, employees, and agents. I agree to indemnify and hold harmless **On Course Aviation LLC, The James Tolley Estate, Michael R. Gwinn, Kelly C. Gwinn, Echo Valley Farm LLC** and their trustees, directors, officers, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities **including attorney fees** as a result of my use of WV77. I agree that the limitation of liability in West Virginia Code Chapter 19, Article 25 applies to this agreement and any claim that arises from this agreement.

Severability:

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of West Virginia. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Acknowledgement of Understanding:

I have read this agreement and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily. By my signature, I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law and accept my responsibility to indemnify and hold harmless the parties identified above for any liability that arises from my use of WV77.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant