

SkyTime LLC.

Emergency Contact List

Names of Individuals, Legal Guardian and Minors Flying in Helicopter

Email _____
Address _____
Home # _____ Work # _____
Cell # _____ Other # _____

Mom, Dad, or Closest Relative

Name: _____
Address _____
Home # _____ Work # _____
Cell # _____ Other # _____

Additional Emergency Contact Numbers:

Name _____ Relationship _____
Phone Numbers _____

Name _____ Relationship _____
Phone Numbers _____

Name _____ Relationship _____
Phone Numbers _____

Any Medical Comments or Concerns:

FLY AT YOUR OWN RISK

Official Use: Type Of Flight

Part 91 - Photo Flight - Share - Other

IMPORTANT LEGAL DOCUMENT

Waiver Of Rights and Release

READ CAREFULLY

I, _____ forever release and discharge SkyTime LLC, The Airport, its members, the aircraft owners, N321WE AIR TOURS, Edward Roski, the pilot operating the helicopter, ground personnel, employees, insurance companies, aircraft manufacturers or aircraft part manufacturers from any and all liabilities, claims, demands or causes of action that I may hereinafter have for claims, injuries and damages arising out of participation in an aircraft ride in a Helicopter, including, but not limited to, losses caused by the passive or active negligence of the released parties or hidden, latent, or obvious defects on the airport, pilot, maintenance or in the equipment and aircraft used.

I understand and acknowledged that flying in an helicopter has inherit dangers and risk that no amount of care, caution, instruction or expertise can eliminate and I expressly and voluntarily assume all risk of death or personal injuries sustained while participating in a ride in the aircraft including the risk of passive or active negligence of the released parties; or hidden, latent, or obvious defects in the aircraft or the equipment and the airport or landing locations used.

As part of the consideration for my being allowed to ride in an aircraft being provided by SkyTime LLC., I promise not to sue anyone especially the released parties. I understand that this release will prevent my family from bringing any such claims for injury or death should such occur. I understand that this agreement is severable and that if any clause is found to be invalid, the balance of the agreement will remain in effect, valid, enforceable and last forever.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND RELEASE OF LIABILITY, THAT IS VALID FOREVER AND I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

WARNING: By signing this document you are giving up valuable legal rights in the event that you should be injured or die and you or your estate attempt to sue somebody for your injuries or death. You will not be able to bring a lawsuit, even if someone beside yourself was at fault for causing the injury or death. This document is intended to waive and release your rights to make any claim for damages.

If you have already paid for the flight in the helicopter, we agree to give you a full refund of all of your money if you are unwilling to sign this release and you decide not to participate in the flight. Your participation in this flight is voluntary and releasing the listed parties is part of the consideration for being allowed to participate.

SIGNATURE: _____ PRINTED NAME: _____

DATED: _____

SIGNATURE OF PARENT/GUARDIAN & Release Names of person if under 18 years old

FLY AT YOUR OWN RISK

VOLUNTARY RELEASE, DISCHARGE AND HOLD HARMLESS

SETTLEMENT AND AGREEMENT SHOULD AN ACCIDENT OCCUR

If I have not signed a release, or a court determines the release I have signed is unenforceable, or I make a claim that is outside the signed Release and Liability is shown for SkyTime LLC. Its affiliates and or the insuring company to respond with payment and without obligating or impeding the insuring companies rights to settle with the parties involved and at the sole discretion of the insuring company I, _____ (your name or initials) , **fully understand that flying in a helicopter or piloting can be very dangerous** and that the helicopter I will be flying in may be performing maneuvers which involve a degree of risk. I am also aware that should an accident occur in which I am killed or seriously injured, it might be very difficult to determine the cause of, or responsibility for, the accident. I am aware that lengthy litigation could result which might take years to resolve and that even if victorious in a civil suit a substantial portion of the damages which my heirs and dependents were entitled to would likely be consumed by legal expense; or, that a judge or jury might determine that they were entitled to nothing at all but they would still have incurred considerable costs.

To avoid this and other uncertainties and with the corporation and sole approval of the insurance company in addition to SkyTime LLC., N321WE Air Tours and to insure a prompt payment to my heirs and dependents should an unfortunate accident occur without regard as to fault, I agree on behalf of myself, my heirs, and my dependents, to **voluntarily release, discharge and hold harmless** SkyTime LLC. The Helicopter Company, its owners, employees, directors and agents from any and all claims or demands in exchange for SkyTime LLC. (and or) the insuring companies agreement to pay my heirs an agreed amount up to but not exceeding One Hundred Thousand Dollars (\$100,000.00) as full and final settlement of any and all claims or demands, if there is fault or negligence on behalf of the released parties, in the event that I lose my life while piloting, riding in or walking near a SkyTime LLC. helicopter.

In the event I incur a minor or substantial injury from such an accident for which fault is found or assigned, I agree to voluntarily release, discharge and hold harmless SkyTime LLC., its owners, employees, directors, insuring company and agents from any and all claims or demands in exchange for SkyTime LLC. (and or) the insuring companies payment of an agreed amount up to but not exceeding Fifty Thousand Dollars (\$50,000.00) as full and final settlement of all claims, such amount to be determined by arbitration.

By Binding Arbitration

I hereby instruct my heirs, dependents, executors, administrators, or other personal representatives to sign an appropriate Release and Settlement Agreement and to cooperate fully and execute any and all supplementary documents, which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

SIGNATURE: _____ PRINTED NAME: _____

Released Names of person if under 18 years old & SIGNATURE OF PARENT/GUARDIAN

**IMPORTANT LEGAL DOCUMENT
AGREE TO PAY**

READ CAREFULLY

I acknowledge that I am the responsible person or party, and I, the undersigned, hereby agree to pay to SkyTime LLC. All costs incurred in the helicopter flight and any other charges due thereon. I understand that SkyTime LLC. charges on a flight time basis (currently between \$6-\$8 per person per minute for flights with no less than 3 passengers).

Payment is due immediately following the flight. Payments not received immediately following the flight will receive a billing notice and shall accrue interest at the rate of 3.5% per month.

I the undersigned, agree to pay all attorneys' fees and any costs incurred by SkyTime LLC. in collecting all said fees. I also understand that if the deposit amount has not been exceeded, I will receive a refund of the remaining amount.

WARNING: By signing this document you are giving up valuable legal rights in the event that you should be injured or die and you or your estate attempt to sue somebody for your injuries or death. You will not be able to bring a lawsuit, even if someone beside yourself was at fault for causing the injury or death. This document is intended to waive and release your rights to make any claim for damages against SkyTime LLC, N321WE Air Tours Edward Roski, and the pilot flying the aircraft, against the Airport, Helicopter Company or their respective insurance carriers. **Please read this entire document carefully, and you will also need to sign all of the form.**

If Photography / Video for private or commercial use, if necessary the company and persons undertaking the photography shoot, shall obtain and have in position at the time of the shoot any and all necessary Insurances, Permits, Permissions, and Licenses to conduct the photo shoot, documentation of which must include SkyTime LLC. as permitted, licensed and named on the project along with SkyTime LLC. named as additional insured for the project. I the undersigned also consent to the use of my photography / video and or likeness and image to be used by SkyTime LLC. for any and all uses including promotional purposes at no cost to SkyTime LLC.

If you have already paid for the flight, pilot services, or for instructional services in the operation of the aircraft or helicopter, we agree to give you a full refund of all of your money if you are unwilling to sign this release and you decide not to participate in the flight. **Your participation in this flight is voluntary and releasing the listed parties is part of the consideration for being allowed to participate.**

Dated: _____ **Signature:** _____

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SKYTIME LLC.