



CHEROKEES TO OSHKOSH

Cherokees to Oshkosh Flight Waiver

Release of Liability ("ROL") and Covenant Not to Sue

Cherokees to Oshkosh, L.L.C, all organizational committees, their directors, official agents, employees, officers, members, volunteers, participants, and their representatives and officers, as well as all of the above listed entities and individuals, agents, servants, employees, representatives, attorneys, successors and assigns, and any and all other persons, firms, corporations, or entities which might be subject to liability, and all persons connected with Cherokees to Oshkosh events and activities:

In consideration of my being allowed to participate in Cherokees to Oshkosh events and activities, and for other valuable considerations, I, my family, including my spouse and any minors, legal representatives, heirs, executors, trustees, administrators, successors and assigns, hereby release you and each of you, individually and collectively, from any and all claims, damages, liability, or indebtedness of any kind or character, known or unknown, fixed or contingent, whether such claims are based upon negligence, strict liability, breach of warranty, and any other theory of recovery, which I may have or claim to have now or at any time hereafter by reason of my participation in Cherokees to Oshkosh events or activities, regardless of the characteristics of such participation, including any and all injury or damage to personal property. I hereby expressly agree to hold you and each of you harmless from any and all claims by myself or others arising directly or indirectly out of any phase of my participation in such Cherokees to Oshkosh events and activities, including your costs, expenses or attorney's fees, directly or indirectly arising out of your defense of any specific enumeration therein contained.

I and/or my agents or representatives agree that Cherokees to Oshkosh, L.L.C. has the sole right to take still or motion pictures of all or any part of my participation in Cherokees to Oshkosh events or activities, and further that the right to dispose of such still or motion pictures, TV film and/or tape, or radio tapes, are retained solely by Cherokees to Oshkosh, L.L.C. All broadcasting and television rights are retained by Cherokees to Oshkosh, L.L.C. It is my understanding that the pilot of each airplane is in full and complete charge and control of said airplane and is responsible for all decisions to be made concerning the same, and all things and persons in or connected with said airplane on the ground or in the air. Officials of Cherokees to Oshkosh may supply information, guidance and data; but I understand that I act or rely on all such information in my own peril and said officials assume no responsibility for the completeness or accuracy of such information.

(Pilot's Signature)

(Print Name)

(Date)

(Passenger's Signature)

(Print Name)

(Date)

(Tail Number)

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