



## **RELEASE AND HOLD HARMLESS AGREEMENT**

Please assure that the following Agreement is completed, signed and returned to the registration office of BPT, Inc., 4616 Chippendale Drive, Fort Collins, CO 80526, or fax 970/377-1512. **As a required condition of participating in the flight portion of the Bonanza/Baron Pilot Training (the "Program"), this Agreement must be completed, properly signed and received by BPT, Inc., before the Operator will be entitled to participate.** If the Owner of the aircraft is not the same party as the Operator, this Release must be separately executed by the Owner.

### **WAIVER, EXCULPATION, RELEASE AND DISCHARGE OF CLAIMS**

The Owner/Operator, for himself and on behalf of his heirs, personal representatives, successors and assigns, agrees to forever waive any claims against, and to exculpate, release and discharge BPT, Inc., its affiliates, officers, directors, employees, independent contractors, agents, insurers, successors, assigns and all other persons associated in any manner with BPT, Inc. (hereinafter collectively referred to as "BPT, et al") from any and all claims or causes of action that may arise as a result of any incident or accident causing death or personal injury to any person including the Operator or property damage including damage to the aircraft, arising out of or in any way resulting from participation in the Program. This Waiver, Exculpation, Release and Discharge shall include, but shall not be limited to, any claims or causes of action under any tort theory including strict liability, failure to warn or negligence, including any claims or causes of action attributable directly or indirectly to the negligence of BPT, et al. Furthermore, this Waiver, Exculpation, Release and Discharge shall apply to all consequential damages including loss of use of the aircraft.

### **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

The Owner/Operator also agrees to indemnify and to hold harmless BPT, et al, from and against any and all claims, causes or action, losses, liabilities, damages and expenses arising out of or in any way resulting from the use of any Owner/Operator furnished aircraft in connection with the Program. This Indemnity and Hold Harmless Agreement shall include, but not be limited to incidents involving, death or personal injury of the Operator, loss of or damage to the aircraft, or the use thereof, and any and all consequential damages, as well as reasonable attorneys' fees and costs incurred in defending any litigation.

### **INSURANCE**

The Owner/Operator also agrees to require the appropriate liability insurance carrier including the hull insurance carrier (the "Carrier") to include BPT, et al, as Additional Insureds with respect to legal liability, and to waive rights of subrogation against BPT, et al. It is agreed that the Owner/Operator's liability and hull insurance will be primary and without any right of contribution from any other insurance available to BPT, et al, or otherwise. The Owner/Operator will instruct his insurer to issue a Certificate of Insurance for receipt by BPT, Inc., prior to participating in the flight portion of the Program. The insurer shall agree to notify BPT, Inc., ten (10) days prior to the date of a policy's cancellation, in the event a policy is canceled by the insurer.

### **COMPLIANCE CERTIFICATION CERTIFICATE**

The Owner/Operator certifies that the Aircraft used for the flight portion of the Program is in compliance with all applicable rules and regulations regarding aircraft airworthiness including, but not limited to, the Code of Federal Regulations, Title 14, Part 91, Subpart E-Maintenance, Preventive Maintenance, and Alterations. Operator further certifies that he has a current medical certificate, as required by the Federal Aviation Regulations, has maintained appropriate ratings and has no undisclosed medical condition that would affect his ability to participate in the flight portion of the Program.

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**ACKNOWLEDGEMENT**

This Agreement will be construed in accordance with the laws of the State of Colorado, regardless of any conflict of laws. Should litigation arise from any actions or omissions during the Program, or involving this Agreement, the parties hereby agree and stipulate that jurisdiction and venue shall be in the County of Larimer, State of Colorado.

This Agreement shall apply to the course location and date specified below. However, in the event there is a delay in the flight portion of the program for any reason, including weather problems, Owner/Operator agrees to provide an updated Certificate of Insurance, reflecting any change in status, and to notify the instructor of any change in Owner/Operator's medical condition and the aircraft's airworthiness. If participation in the flight portion of the Program specified in the Agreement is delayed for more than eighteen (18) months from the original course date specified, Owner/Operator agrees to execute a new Agreement.

Owner/Operator acknowledges that he has read and fully understands its terms of both pages of this Release and Hold Harmless Agreement and is freely signing this Agreement and releases all claims. Furthermore, Owner/Operator acknowledges he is hereby encouraged to seek his own legal counsel for advice with respect to the execution of this Agreement.

AGREED AND ACCEPTED

OPERATOR

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Course Location

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Course Date

OWNER

\_\_\_\_\_  
(Print Name) (Company Name If Applicable)

\_\_\_\_\_  
(Print Name and Title of Agent for Company If Applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Signature Date

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