



Independence Aviation

Assumption of Risk & Waiver of Liability Relating to COVID-19
For Clients

Please read this document carefully. It affects the rights that you, your family, and others may have if you or others become exposed to or infected by COVID-19 and suffer personal illness, injury, disability, death, or other damages as a result of your election to participate in any flight instruction or other aviation services offered by Independence Aviation, LLC (“IA”) on IA’s premises or on board an aircraft managed by IA.

The novel coronavirus, known as COVID-19, has been declared a worldwide pandemic by multiple public health authorities, including the U.S. Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), and the Colorado Department of Public Health and Environment (CDPHE). COVID-19 is highly contagious and is believed to spread primarily from person-to-person contact. Because of this, both governmental and public health authorities have recommended that individuals observe social distancing practices. IA provides aviation services, including FAA-required pilot instruction, which are considered critical under CDPHE guidance, and we endeavor to provide those critical services safely. However, while IA has implemented preventative measures to mitigate the spread of COVID-19, IA cannot guarantee that clients or their family member will not become infected with COVID-19. Please be aware that when you engage in flight instruction or other aviation services on IA’s premises or in an IA-managed aircraft, you are likely to be in close proximity of others and/or come into physical contact with surfaces touched by others. For instance, due to the size of aircraft used for IA’s services, social distancing of 6 feet between a client and a Certified Flight Instructor (“CFI”) is not possible during flight or instruction activities in an aircraft setting. As such, we want to emphasize that electing to participate in such activities could increase your and your family’s risk of contracting COVID-19. For these reasons, each client who wishes to participate in IA’s flight instruction or other aviation services on IA premises, in an IA-managed aircraft or using an IA simulator (“IA Activities”) is first required to sign this Assumption of Risk & Waiver of Liability (this “Waiver”).

The undersigned client (“Client”) has requested to participate in IA Activities during the COVID-19 pandemic. By signing this Waiver, Client, on behalf of himself/herself and his/her family, heirs, assigns, personal representatives and successors (“Other Parties”), hereby agrees as follows:

1. Client acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Client and Client’s family members may be exposed to or infected by COVID-19 as a result of Client’s decision to participate in IA Activities, and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. Client understands that the risk of becoming exposed to or infected by COVID-19 at IA’s facilities or while participating in IA Activities may result from the actions, omissions or negligence of Client or others, including but not limited to IA employees, CFIs and other IA clients.
2. Client voluntarily agrees to assume all of the risks outlined in Section 1 above, and to accept sole responsibility for any injury, illness, disability, death, damage, claim, liability, expense or loss, of any kind, direct or indirect, that Client or Other Parties may experience or incur in connection with Client’s presence at IA’s facilities or participation in IA Activities (“Claims”).

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3. Client, on behalf of Client and Other Parties, hereby releases, covenants not to sue, and discharges IA, including its employees, owners, contractors, agents and representatives (“Released Parties”), of and from the Claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of the Claims or relating thereto. Client understands and agrees that this release includes any Claims based on the actions, omissions or negligence of IA or any of the Released Parties, whether a COVID-19 infection occurs before, during or after Client’s presence at IA facilities or participation in any IA Activities. Client shall indemnify and hold harmless IA and the Released Parties from any and all COVID-19-related claims made or liability assessed against Client by third parties as a result of Client’s presence at IA’s facilities or participation in IA Activities.

4. Client acknowledges and represents that: (a) Client has read this Waiver, understands it and signs it voluntarily; (b) IA has not made any representations, statements or inducements to Client; (c) Client is at least 18 years of age and fully competent, or has obtained parental consent; (d) this Waiver is executed in exchange for in-person participation in IA’s flight instruction services during the COVID-19 pandemic; and (e) this Waiver does not supersede or void any prior agreements between Client and IA, and all such agreements remain in effect.

By checking this box and typing my name below, I am electronically signing this form.

Client: _____
(please print)

Client’s Parent: _____
(if applicable)

Signature: _____

Signature: _____

Date: _____

Date: _____

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