



GENESIS
FLIGHT CENTRE

Customer Agreement

SECTION I: PERSONAL AND CONTACT DATA

First Name: _____ Middle Name: _____

Last Name: _____ Suffix (Jr, Sr, II, III) _____

NOTE: You must enter your name above EXACTLY as it appears on official government issued ID such as your passport, birth certificate, etc.

Phone: _____

Alternate Phone: _____

Email: _____

Address: _____

City, Prov., Postal Code: _____

Gender: M / F Weight in pounds _____ Date of Birth (mm/dd/yyyy) _____

Local Address (if applicable): _____

Emergency Contact Name and Relationship:

_____ Emergency Phone Number: _____

How did you hear about Genesis Flight Centre?

Google Search Yahoo Search Bing Search COPA Magazine Airport Visit

Referral from an acquaintance _____

Other: _____

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SECTION II: AGREEMENT TO WAIVE LIABILITY, COVENANT NOT TO SUE, ASSUME RISK AND INDEMNITY

I, _____, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand and agree that neither my instructor nor Genesis Flight Centre Inc., nor any of their respective employees, officers, agents, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft, flight instruction, aircraft rental, aerobatics, aircraft operations, ramp operations, or any associated activities involved with these activities, (hereafter referred to as Flight Activities), or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in Flight Activities, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I, further release, exempt, and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or after I receive my pilot certification(s).

I, in my own right and as a parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), release and forever discharge the Released Parties, jointly and severally, from any and all actions, causes of actions, suits, liabilities, demands and claims in any way arising from our participation in our flight.

I also understand that Flight Activities may be physically demanding and that will not hold the Released Parties responsible for events resulting from my physical condition, limitations, or incapacitation.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not merely recital, and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I have read and understand this page. Customer Initials _____ **Continued on next page**



GENESIS FLIGHT CENTRE

Binding Effect: This Agreement shall insure to the benefit of the respective heirs, executors, legal personal representatives, administrators, successors and assigns of Genesis Flight Centre, and shall be binding on the undersigned and their heirs, executors, legal representatives, administrators, successors and assigns.

I agree that this waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of Ontario. I, in my own right and as a parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), hereby irrevocably submit to the exclusive jurisdiction of the court of the Province of Ontario and I agree that no other courts can exercise jurisdiction over this agreement to waive all claims, release from all liability, assume all risks, and all other agreements referred to herein. Any litigation arising out of this agreement shall be commenced and continued in the Province of Ontario and nowhere else.

I, _____ BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE MY INSTRUCTORS, GENESIS FLIGHT CENTRE INC., AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Customer Signature: _____

Date (mm/dd/yyyy): _____

Name of Child (if applicable): _____

Company Witness: _____