

**WILLA BROWN AVIATION ACADEMY, INC. CAMP WILLA PROGRAM AGREEMENT TO WAIVE LIABILITY,
ASSUME RISK, AND INDEMNIFY; RELEASE FOR USE OF PHOTOS AND IMAGES**

The young person listed below (The "Participant") wants to take part in the Willa Brown Aviation Academy, Inc. ("WBAA") Camp Willa program, including being around airplanes and their related equipment and facilities. The Camp Willa Program is conducted by volunteers. These volunteers may deliver presentations at airport facilities, transport participants and other volunteers between different locations, demonstrate the use of hangar doors, flight simulators, fuel stations, power units, and other equipment, and provide tours of aircraft, hangars, runways, radios, towers, and other airport facilities. I represent and warrant that I am the Participant's parent or legal guardian and that I have the authority to enter into this agreement on behalf of the Participant. In exchange for being allowed to take part in the Willa Brown Aviation Academy Camp Willa program, the Participant and I agree as follows:

ASSUMPTION OF RISK

The Participant and I understand that being around airplanes and their related equipment and facilities involves risks. Serious injury or death can result from many causes, including without limitation traffic accidents, runway incursions, airplane crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, flying debris, chemical exposure, fuel spill or combustion, or inadequate emergency response. Injuries could be minor such as bruises, scratches, and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns, or death. If the Participant is old enough to understand these risks, I have explained them to him or her. **The Participant and I (for ourselves, our heirs, family members, personal representatives (and assigns) assume all risks and full responsibility for any injury or death arising from taking part in the Willa Brown Aviation Academy Camp Willa program, including being around airplanes and their related equipment and facilities.**

Upon completion of Camp Willa, the Participant may have an opportunity to participate in the Experimental Aircraft Association (EAA) Young Eagles Program, a wholly separate program provided solely by the EAA and its volunteers. The Young Eagles Program involves riding in an airplane and may be subject to a separate and additional waiver involving you, the Participant, and the EAA. The Participant and I agree and acknowledge that the WBAA is not responsible for, and does not provide, the Young Eagles Program.

**AGREEMENT TO WAIVE LIABILITY AND NOT TO
SUE**

The Participant and I (for ourselves, our heirs, family members, personal representatives and assigns) release and discharge: (a) Willa Brown Aviation Academy, Inc.; and (b) the officers, directors, members, chapters, employees, agents, divisions, affiliates and volunteers (including pilots, owners and operators of airplanes, facilities, and equipment participating in the Camp Willa program) of each of those corporations (collectively, the "Releasees") from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from the Participant's participation in the Camp Willa program. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

INDEMNIFICATION **The Participant and I agree to indemnify and hold the Releasee harmless** from any claims, costs, damages, and liabilities, including attorney's fees, arising from taking part in the Camp Willa program. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

**PHOTO AND IMAGE
RELEASE**

The Participant and I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, pictures and/or images of the Participant taken at or derived from his or her participation in the Camp Willa program (the "Images") in whole or in part, with or without alteration or modification, in any and/or all manner and in any and/or all media, in connection with WBAA's activities, programs, publications and publicity.

LEGAL ADVICE

I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. **I am voluntarily signing this Agreement and intend it to be the unconditional release of liability to the greatest extent allowed by law.**

Before Signing, Carefully Read This Entire Agreement

Parent or Guardian's Signature

Print Minor Participant's Name

Print Parent or Guardian's Name

Date

WILLA BROWN AVIATION ACADEMY

AGREEMENT FOR THE ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19 FOR A MINOR CHILD

The minor child listed below (the “**Minor Participant**”) wishes to participate in the Willa Brown Aviation Academy, Inc. (“**WBAA**”) Camp Willa program. I represent and warrant that I am the Minor Participant’s parent or legal guardian and that I have the authority to enter into this Agreement on behalf of the Minor Participant. I have executed, on behalf of the Minor Participant, a separate Agreement to Waive Liability, Assume Risk, and Indemnify (the “**Separate Agreement**”) that addresses and waives risks inherent with the activities of the Camp Willa program, but does not address risks related to COVID-19. The Minor Participant and I intend that this Agreement and the Separate Agreement shall both be in effect, at all times, with respect to the Minor Participant’s participation in the WBAA’s Camp Willa. In consideration for being allowed to participate in the WBAA’s Camp Willa, the Minor Participant and I agree as follows:

The Minor Participant and I are aware of and understand the following:

1. The novel coronavirus, **COVID-19**, which has been declared a **worldwide pandemic**, is **extremely contagious** and is believed to be spread mainly from **person-to-person contact** and, as a result, many governments and health agencies recommend and/or have mandated social distancing, wearing masks and limiting the number of people at gatherings.
2. Some individuals who are infected with COVID-19 **do not exhibit any symptoms**, but that does **not reduce the risk of transmission** of COVID-19 from the infected, non-symptomatic person to a different individual.
3. Infection by COVID-19 may cause **mild to very severe health conditions** and infection may lead to **hospitalization, intubation, ventilation, permanently compromised health, and even death**.
4. Participating in WBAA’s Camp Willa, including without limitation: classroom sessions, indoor/outdoor tours of aviation facilities, riding in WBAA chartered vehicles, and related group events, may place my minor child in close proximity to someone who might be infected with COVID-19 or other illness, but who might not be aware of such infection, could **increase the Minor Participant’s risk and my risk of contracting COVID-19 or other illness**.

Assumption of Risk, Agreement to Waive Liability and Not to Sue. The Minor Participant and I (for ourselves, heirs, family members, issue, personal representatives, executors, administrators and assigns) hereby: (1) Assume all risks and full responsibility for the COVID-19 related risks outlined herein; and (2) Fully release, discharge and agree not to sue: (a) Willa Brown Aviation Academy, Inc.; and (b) the officers, directors, members, employees, agents, divisions, affiliates, insurers and volunteers (including pilots, owners and operators of airplanes participating in the WBAA’s Camp Willa programming and their respective estates, heirs, family members and personal representatives) of each of those entities (collectively, the “**Releasees**”) for any and all claims, injury or death arising out of or related to the COVID-19 risks described herein. This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any **negligence** of Releasees, other than those resulting from the gross negligence or willful misconduct of any of such Releasees.

Consent and Fitness. I am at least 21 years old and know how to read and understand the English language sufficiently to understand this Agreement and to fully appreciate its nature and consequences. I acknowledge that participation in the Young Eagles Program involves risks and I am voluntarily allowing the Minor Participant to participate in the WBAA’s Camp Willa with full knowledge of those risks. If the Minor Participant is old enough to understand these risks, I have explained them to him or her. I represent and warrant that the Minor Participant is, and will be, sufficiently healthy and fit to participate in the WBAA’s Camp Willa and, to the best of my knowledge, does not have any physical infirmity or chronic ailment or injury of any nature. In the past 14 days, neither I nor the Minor Participant have: (1) experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others; or (2) have been exposed to a confirmed or suspected case of COVID-19; or (3) have been diagnosed with COVID-19.

Legal Advice; Right to Bargain. I know that I can talk to my legal advisor about this Agreement and I have either done so or have chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement.

I am voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

IMPORTANT: BEFORE SIGNING, CAREFULLY READ THIS ENTIRE AGREEMENT. By signing this Agreement, you and the Minor Participant are giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should NOT sign it.

Parent or Guardian's Signature

Print Minor Participant's Name

Print Parent or Guardian's Name

Date