



INFORMED CONSENT, ASSUMPTION OF RISK, and RELEASE OF LIABILITY

I, the undersigned participant, meaning the individual who signs this agreement and agrees to be bound by its terms and including a legal guardian of that individual if the individual is under 18 years of age, hereby acknowledge and agree that in consideration of being permitted to participate in InterAvia SAL and the Lebanese Aeronautics Club for Hobbyists extreme sports programs or activities, hereby agree to release and discharge owners and / or lessors of land, premises, facilities and equipment who have granted permission for the use of property and equipment for extreme sports programs or activities, InterAvia SAL and the Lebanese Aeronautics Club, its officers, directors, representatives, employees, members and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as Releasee) from all liability and I do hereby waive against the Releasee all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with, my preparation for, or participation in, the aforesaid extreme sports programs and activities, not withstanding that such injuries or losses may have been caused solely or partly by the negligence of the Releasee and I do hereby acknowledge and agree that:

- a) InterAvia SAL and the Lebanese Aeronautics Club for Hobbyists are duly registered legal entities providing goods or services to persons participating in extreme sports programs and activities. In making this contract, InterAvia SAL and the Lebanese Aeronautics Club for Hobbyists are acting as agent for its pilots, instructors, employees, agents, ground crew, volunteers, equipment owners and operators, and any other person involved in the provision of extreme sports programs or activities, collectively referred to below as "Releasee".
- b) Signing this document is part of the price I am paying for being allowed to engage in extreme sports programs or activities. I accept that but for entering into this agreement, I would not be permitted to engage in extreme sports programs or activities.
- c) I acknowledge that the Releasee, and any of its property, facilities and equipment owners or shareholders are willing to provide me with permission to use their property, facilities and equipment only if I freely acknowledge the risk involved and knowingly release them from any and all claims which I, my family, heirs, assigns or personal representative might have on account of personal injury, death or other damage I might suffer while participating in extreme sports programs or activities at or near any of the Releasee premises and facilities. Therefore, I agree to release said Releasee, and any third party property owners or shareholders, as well as, any municipality of other official entity as stated above. In consideration thereof, they hereby give me the undersigned, permission to use their property, facilities and equipment with the express right to revoke said permission at any time for any reason whatsoever.
- d) If I suffer loss of any sort, I agree not to sue or start any other type of legal action against Releasee. This covenant not to sue binds my estate, heirs, survivors, assigns, executors, administrators, and legal representatives. I agree that Releasee is entitled to an award of legal fees and costs incurred in any defense of a suit or action, including appeals, and that Releasee is entitled to full security for those legal fees and costs in advance. I assume full and sole financial responsibility for any damages I may suffer while participating in extreme sports programs or activities
- e) With my signature below, I signify my acceptance of rules and policies of InterAvia SAL and the Lebanese Aeronautics Club for Hobbyists and their decisions and warrants that I have not at any time been excluded from any sports programs and activities by a medical practitioner or any person or entity including any sports or aviation club or governmental authority, that I have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells, and that I am not presently receiving drugs or treatment for any illness, disorder or injury which would render it unsafe for me, the participant, to take part in extreme sports programs and activities;
- f) Any extreme sports related programs and activities are active sports and are dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the extreme sports and in others which result from human error and negligence on the part of Releasee and persons involved in preparing, organizing and staging extreme sports programs and activities;
- g) I understand that every attempt is made by the Releasee to minimize the existing risks that are inherent in the nature of some of the activities through the use of proper equipment, safe facilities and sound safety practices. However, I also understand that these risks cannot be eliminated completely and that some of the aforesaid risks and hazards are foreseeable, but others are not, and that as a result of the aforesaid risks and hazards, I as a participant in extreme sports programs and activities may suffer serious personal injury, even death, as well as property loss;
- h) I realize that, as an extreme sports programs and activities participant, I could possibly incur injuries no matter how well conditioned I may be, that due to the nature of extreme sports, injuries may be minor to fatal in nature, and that some specific injuries that are not uncommon to extreme sports programs and activities and sports in general are listed below:
A stoppage of breathing; spine and neck injuries either of which could result in paralysis; heart failure; asphyxia; broken bones; heat stroke; heat cramp; heat exhaustion; stroke; bleeding; convulsion; unconsciousness; abrasions; fainting; sudden illness; cramps; and loss of wind;
- i) I understand that there is a potential for accidents or illness while traveling to and from activities location, that the propensity for major injuries, such as broken bones, concussion, and internal injuries to major organs, increases in relation to the force of impact upon a collision between two participants or other persons and objects present. I also understand that these injuries listed above are not intended to be inclusive of all injuries that may occur, but rather to inform me of the type of risks inherent in my participation in Releasee's extreme sports programs and activities, so that I can make a voluntary choice to participate or not participate, that I also realize that the activity involved may be strenuous, and that Releasee has advised me to seek medical advice of my physician before participating in any extreme sports programs and activities;
- j) I accept all risks of my participation in extreme sports programs and activities, foreseeable or unforeseeable, known and unknown, however caused, even if caused in whole or in part by the action, inaction, or negligence of the Releasee. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks. I accept that as a result of those risks, I may be injured, my property may be damaged or destroyed, and I may even die. I therefore am voluntarily participating in any or all of the activities of Releasee's extreme sports programs and activities with full knowledge of the potential danger which they present, including bodily injury, property damage, and death, and I hereby agree to accept any and all risks of such bodily injury, property damage, and death; I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid extreme sports programs and activities shall be entirely at my own risk;
- k) My participation in Releasee's extreme sports programs and activities is not covered by any personal accident or general liability insurance covering Releasee. I accept that there is no warranty of fitness for any purpose on any of the equipment used in programs and activities. I accept the equipment used in my programs and activities "as is." I also understand that the Releasee does not assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid extreme sports programs or activities;
- l) I understand that by signing this agreement I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the Releasee for any loss or damage connected with any property loss or personal injury that I may sustain or inflict on others while participating in or preparing for any extreme sports programs or activities whether or not such loss or injury is caused solely or partly by the negligence of the Releasee;
- m) I understand that my safety depends in part on my following the instructions given to me and I have agreed to operate any motorized or unmotorized equipment in a safe and responsible manner so as not to endanger the lives of persons or property of any individual including myself. I can speak and hear normally and understand the language that information was conveyed to me. I have had the unhurried opportunity to ask questions of the Releasee, and have been given answers satisfactory to me. Nobody is rushing me or pressuring me to sign this document without independent legal advice or without sufficient time to reflect and consider the implications of entering into this contract and I have been given the opportunity and have been encouraged to seek independent legal and medical advice prior to signing this agreement. My signature on this document constitutes an irrevocable admission of the facts stated herein. This document is my own statement and I have made no statements to Releasee that conflict with this statement, and Releasee has said nothing conflicting with this statement to me.
- n) The term extreme sports programs or activities as used in this agreement includes without limiting the generality of that term all land, water and air based activities such as aviation, hang gliding, parasailing, ultralight, soaring, parachuting, ballooning, abseiling, racing, climbing, mountaineering, jumping, martial arts, diving, hiking, biking, running, arms firing, and archery programs and activities as well as all other forms of launch, landing, participation, instruction, competition, acrobatic maneuver, training, simulation, clinics, programs and events;
- o) This agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns. I further agree that this document will remain in full force and effect so long as I continue to engage in extreme sports programs or activities with Releasee or any related entity. This contract remains in force indefinitely unless revoked in writing. This agreement is intended to be as broad and inclusive as permitted by the laws of the country in which it was signed, and that if any portion hereof is invalid, it is agreed that the balance shall continue to be of full legal force and effect. I specifically waive the protection of any law or legal principle that would limit the effect of this release and waiver. Any legal issue arising shall be dealt with in the local judicial district and country in which Releasee has its head office with the English language been the official language of this agreement interpretation.
- p) I have had sufficient opportunity to read this entire document and I have carefully read this INFORMED CONSENT, ASSUMPTION OF RISK, and RELEASE OF LIABILITY agreement, that I fully understand same, and that I am freely and voluntarily executing same and that my judgment is not impaired by alcohol, drugs, mental illness, fatigue, or otherwise. I am at least 18 years of age and otherwise legally competent OR THAT I am signing this as legal guardian of the participant, both on my own and their behalf.

I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT IT HAS BEEN EXPLAINED TO ME IN A LANGUAGE THAT I UNDERSTAND, THAT I UNDERSTOOD IT OR IF I DID NOT UNDERSTAND THE TERMS OF THE AGREEMENT I REQUESTED AN INDEPENDENT PERSON TO EXPLAIN THEM TO ME, THAT I AGREE TO BE BOUND BY ITS TERMS, AND THAT BY SIGNING THE INFORMED CONSENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT PARTICIPANT FORM SUPPLIED BY INTERAVIA SAL AND THE LEBANESE AERONAUTICS CLUB, I MAY BE GIVING UP LEGAL RIGHTS WHICH I MAY OTHERWISE HAVE.