



WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

As a required condition of participating in the flight portion of P3air Pilot Training (the "Program"), this Waiver, Release and Indemnification Agreement ("Agreement") must be fully executed and delivered to P3AIR Inc. before the Operator will be entitled to participate in the Program.

The Agreement must be signed by all Operators of the aircraft (including any Operators involved in inflight course training) and any other individuals accompanying the operator in the aircraft (except P3AIR Inc. personnel) during the flight portion of the Program. If the Owner of the aircraft is not the same party as the Operator, this Agreement also must be separately signed by the Owner. Please assure that this Agreement is completed, signed and returned to the Records Office of P3AIR, Inc., as a condition to any flight training.

WAIVER, RELEASE, AND INDEMNIFICATION

The undersigned, individually and for his/her next of kin, heirs, legal representatives, executors, trustees, administrators, successors and assigns, agrees to forever waive any and all claims against, and to exculpate, release and discharge, P3AIR Inc., its affiliates, officers, directors, employees, independent contractors, agents, insurers, successors, assigns and all other persons associated in any manner with P3AIR Inc. and/or the Program (hereinafter collectively referred to as "P3AIR") from any and all claims, demands, causes of action, losses, liabilities, damages, losses, and expenses of any kind or character, known or unknown, fixed or contingent, including but not limited to wrongful death, survival, personal injury, and property damage, including damage to the aircraft, consequential damages, loss of use of the aircraft, loss of earnings, and loss of consortium, and any economic or non-economic damages, arising out of or in any way resulting from participation in the Program, regardless of whether such incident occurs during the Program or subsequent to the Program. The above waiver, release, and discharge shall apply to all claims whether based upon negligence, strict liability, breach of warranty, or any other theory of recovery, including but not limited to any such claims directly or indirectly arising out of the negligence of P3AIR. By signing this Agreement, the undersigned acknowledges and assumes all risks associated with participation in the Program, including but not limited to risks of operator or instructional error, mechanical failure, air traffic control errors, midair collisions, adverse weather, and all other risks inherent in the operation of aircraft.

The undersigned also agrees to defend, indemnify and to hold harmless P3AIR from and against any and all claims, causes or action, losses, liabilities, damages and expenses arising out of or in any way resulting from any phase of the undersigned's participation in the Program and/or the use of any Owner or Operator furnished aircraft in connection with the Program, including any such claims directly or indirectly arising out of the negligence of P3AIR. This agreement to defend, indemnify and hold harmless shall include all claims and damages referenced in the preceding paragraph, as well as reasonable attorneys' fees, costs and expenses incurred in defending any litigation or claim which arises out of or is any way related to the undersigned's participation in the Program.

INSURANCE

The undersigned also agrees to require its liability insurance carrier(s), including its hull insurance carrier, (the "Carrier") to include P3AIR Inc. as an Additional Insured and to waive any rights of subrogation against P3AIR. It is agreed that the undersigned's liability and hull insurance will be primary and without any right of contribution from any other insurance available to P3AIR Inc. or otherwise. The undersigned will instruct the Carrier to issue a Certificate of Insurance to P3AIR Inc. which must be received by P3AIR Inc. prior to the undersigned's participation in the Program. The undersigned represents and warrants that the Carrier agrees to and shall notify P3AIR Inc. in the event a policy is cancelled at least ten (10) days prior to the date of cancellation.



AIRWORTHINESS AND AIRMAN CERTIFICATION ASSURANCES

The undersigned 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. The undersigned Operator further certifies that he/she has a current medical certificate and airman certification, as required by the Federal Aviation Regulations, has maintained appropriate ratings and is current in the Aircraft used, and has no undisclosed medical condition that would affect his/her ability to participate in the flight portion of the Program. The undersigned agrees and understands that these are material assurances that P3AIR Inc. relies upon in deciding whether to make the Program available to the undersigned.

ACKNOWLEDGEMENT

This Agreement will be construed in accordance with the laws of the State of California, regardless of any conflict of laws. Should litigation arise from any acts or omissions related in any way to the Program, or involving this Agreement, the parties hereby agree and stipulate that jurisdiction and venue shall be exclusively in the State of California.

The undersigned acknowledges that he/she has read and fully understands the terms of all pages of this Waiver, Release, and Indemnification Agreement and that he/she is freely and voluntarily signing this Agreement and releasing all claims as stated above. Furthermore, the undersigned acknowledges he/she is hereby encouraged to seek his/her own legal counsel for advice with respect to the execution of this Agreement and that he/she has been given the opportunity to do so.

AGREED AND ACCEPTED, DATE: _____

AIRCRAFT REGISTRATION: _____

OPERATOR 1: _____
(Title)(Print Name) (Signature)

OPERATOR 1: _____
(Title)(Print Name) (Signature)

OWNER: _____
(Title)(Print Name) (Signature)