Yankee Air Force, Inc.
d/b/a Michigan Flight Museum
47884 D Street
Belleville, MI 48111

Aircraft: □ Huey

Flight No.: _____

Passenger No: _____

Date: _____

Location: _____

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

Notice as required by Federal Aviation Administration (FAA)

The vintage aircraft you are about to fly in holds a EXPERIMENTAL Airworthiness Certificate. The FAA has authorized passenger carrying operations under a special Grant of Exemption from certain Federal Aviation Regulations. The FAA has NOT established nor has approved EXPERIMENTAL Category design or manufacturing standards for this aircraft or its life-limited parts. The FAA does approve design and manufacturing standards for aircraft holding a EXPERIMENTAL Airworthiness Certificate, and determines that inspection and maintenance standards of such aircraft comply with applicable FAA Regulations. EXPERIMENTAL category Airworthiness Certificates are issued by the FAA when it finds the airplane:

- Has previously been issued a EXPERIMENTAL Category Type Certificate and the aircraft is in conformance with that type certificate.
- To be in a good state of repair and is in safe operating condition.

The FAA considers flights in Experimental Category aircraft to pose a greater public risk than similar activities in Standard Category aircraft.

ACKNOWLEDGEMENTS

By signing this Participant Waiver and Release of Liability ("Release"), I represent and acknowledge that:
I desire to participate in a Yankee Air Force, Inc. ("YAF") flight on its historic aircraft known as a Historic Flight Experience; and
The Historic Flight Experience is a flight in a historic aircraft that was built in 1967; and
If signing this Release on behalf of a minor person on the flight, I have full legal power and authority to do so, and this Release shall be binding on the minor person, his/her estate, personal representatives, administrators and any other party asserting a claim on behalf of said minor; and
My participation, in whatever capacity, is purely voluntary, on my own initiative, with full knowledge and acceptance of any risk, including the risk of physical injury, which could be minimal, serious and/or result in death, and loss of or damage to my property; and
I have read and understand the above Notice as Required by the Federal Aviation Administration and accept the risk set forth in said Notice.

AGREEMENT

In consideration of the opportunity to participate in a Historic Flight Experience, I hereby agree as follows:

1. I hereby release and hold harmless YAF, its officers, directors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or in any manner or at any time resulting from my participation in a Historic Flight Experience, including those caused by the negligent acts or omissions of any or all of said parties.
2. As between each of said parties and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Historic Flight Experience.
3. This Release shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a claim on my behalf or on behalf of my estate.

GENERAL PROVISIONS

1. I hereby expressly agree that (a) this Release shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions, and (b) any action or proceeding concerning any claim or the meaning or effect of any provision of the Release shall be conducted only in the federal or state courts located in Ann Arbor, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.
2. This Release contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Release shall be effective unless made in writing and signed by the party to be charged.
3. I hereby expressly agree that if any portion of this Release is held invalid, the balance of the Release shall nonetheless continue in full legal force and effect.

I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTAND THAT THIS RELEASE INVOLVES MY WAIVER AND RELEASE OF SIGNIFICANT RIGHTS AND MY ASSUMPTION OF SIGNIFICANT INDEMNIFICATION RESPONSIBILITIES IN PARTICIPATING:

Dated:_____ Name of Passenger (please print):_____

Signature of Participant (or legal guardian if participant is under 18 years of age):_____

Printed name of Guardian (if applicable): _____

PERSON TO BE NOTIFIED IN CASE OF EMERGENCY:

NAME _____ PHONE NUMBER_____