



PASSENGER/PILOT GENERAL AND UNCONDITIONAL FULL RELEASE
AND WAIVER OF LIABILITY AGREEMENT

Whereas, a passenger is defined as: any person or persons while in flight in an aircraft for the purposes of riding or flying therein, descending or deplaning therefrom, or attempted flight.

I, _____ (Passenger/Pilot), acknowledge that I will be participating in the operation and flight as a passenger of an Aero Vodochody L-39 military jet aircraft which is typically used as a high-performance jet trainer. The Aero Vodochody is certified in the EXPERIMENTAL category, signifying that it is one that DOES NOT meet the certification requirements of an aircraft certified by the United States Government.

The purpose and compensation basis for this flight is (check those that apply)

Gratuitous Flight

Instruction

Photography

In signing this document, I acknowledge, accept and adhere to the following stipulations:

1. I recognize and completely release pilot, E. Matthew 'Whiz' Buckley, and all owners of this aircraft, TOPGUN Options LLC, and all agents, officers, directors, servants and employees from any and all liability or negligence claims or acts associated with or pertaining to my preparation in boarding this aircraft, being a passenger on this aircraft, and while this aircraft is landing and I am deboarding this aircraft, including but not limited to economic damages; non-economic damages; special damages; incidental and consequential damages; and property damage, personal injury or death.
2. I recognize and completely release pilot E. Matthew 'Whiz' Buckley and all owners of this aircraft, TOPGUN Options LLC, from liability of any kind, which shall include but is not limited to any serious injury, death, airsickness, disorientation, any illness or injury or ill effects from "G" forces or other events and for any negligence, any negligent acts, mechanical failure due to parts or maintenance thereof, or errors and/or omissions in the preparation for the flight or the conduct of the flight.

WARNING: INDIVIDUALS WHO SUFFER FROM CLAUSTROPHOBIA, HEART CONDITIONS, PHYSICAL DISCOMFORT OR IMPAIRMENT, NERVOUSNESS, ANXIETY, PANIC ATTACKS, OR PREGNANCY ARE STRONGLY ENCOURAGED TO CONSULT A PHYSICIAN PRIOR TO THE FLIGHT. BY SIGNING THIS RELEASE YOU ARE AFFIRMING THAT YOU ARE HEALTHY AND PHYSICALLY CAPABLE OF FLYING IN A HIGH PERFORMANCE FIGHT AIRCRAFT.

3. I recognize and completely release pilot, E. Matthew 'Whiz' Buckley and owners, TOPGUN Options LLC, from liability or negligent claims of any kind for injuries, death or property damage resulting from "**Acts of God**" which is commonly defined as any natural hazard occurring regularly that is beyond human control, including but not limited to weather conditions such as wind gusts, storms, lightning, tornadoes and consequences of hurricanes.

_____ (Initial Here)



4. In the event of injury, incapacity, or death I release pilot, E. Matthew 'Whiz' Buckley, and owners, TOPGUN Options LLC from any and all retaliation, claims or lawsuits from any surviving spouse, heir, beneficiary, trust, devisee, assignee, guardian, or any individual claiming to be an interested party of the decedent's estate.

5. I further agree that I waive all claims and cause of action of every kind arising from any and all physical, emotional or mental injuries and/or damages which may happen to me.

6. In accordance with all of the paragraphs contained within this GENERAL RELEASE OF LIABILITY, the passenger recognizes and consents to having been informed and completely apprised of their COMPLETE assumption of all specific and implied risks inherent in their participation as a passenger.

7. Passenger acknowledges that the jurisdiction governing this legally binding document is Florida and this document shall be interpreted under the laws of the State of Florida.

By signing this document, I _____ (Print Name), have been briefed on the operating procedures and the emergency procedures, to be used if necessary, for the conduct of the flight. I represent that I have no medical limitations of any kind that would interfere with my health or safety on such a flight.

I affirm that I have read this waiver of liability and clearly understand the language contained in this waiver and rights to which I may be waiving and have had sufficient amount of time to read this Agreement in its entirety prior to boarding the Aircraft and further acknowledge that I fully understand every word contained in this Agreement and the purpose and intent of this Agreement.

Passenger/Pilot

Date

Witness

Date

_____ (Initial Here)