

TO: VINTAGE WINGS OF CANADA/LES AILES D'EPOQUE DU CANADA, VINTECH AERO INC., AND THE OWNER OF AIRCRAFT (COLLECTIVELY, "VINTAGE WINGS")

VOLUNTARY RELEASE AND WAIVER OF LIABILITY

1. **IMPORTANT:** This Voluntary Release and Waiver of Liability must be completed in full and filed in the **VINTAGE WINGS** office or with an Officer of **VINTAGE WINGS** prior to any flight in any **VINTAGE WINGS** owned/leased/operated aircraft.
2. **IN CONSIDERATION** of permission being granted to me from time to time to be carried as a passenger in, or to operate as pilot-in-command or crew of, any aircraft owned or leased by, or operated on behalf of **VINTAGE WINGS**, I, the undersigned, both for me (the "participant") and for my heirs, successors, executors, administrators and assigns ("the Releasors") **HEREBY RELEASE AND FOREVER DISCHARGE VINTAGE WINGS** and their respective administrators, directors, officers, members, shareholders, subsidiaries, affiliates, trustees, agents, servants and employees and its and their respective heirs, successors and assigns ("the Releasees") of and from all actions and causes of action of every nature or kind, wherever and whenever incurred or arising, without limit, that I may have had, now have, or that may arise in the future, **FOR PERSONAL INJURY, DISABILITY, DEATH, LOSS OF PROPERTY, OR ANY OTHER LOSS OR DAMAGE** arising from or by reason of the operation and maintenance of such aircraft or by reason of any malfunction or design defect in any equipment, its operation or maintenance, **OR BY REASON OF ANY OTHER CAUSE WHATSOEVER ASSOCIATED WITH SUCH AIRCRAFT OR WITH VINTAGE WINGS.** This Voluntary Release and Waiver of Liability shall be binding on my estate, heirs and beneficiaries, and my successors and assigns. **I UNDERSTAND AND AGREE THAT I AM NOT ONLY GIVING UP MY RIGHT TO SUE THE RELEASEES BUT ALSO ANY RIGHTS MY ESTATE, HEIRS, SUCCESSORS, ASSIGNS OR BENEFICIARIES MAY HAVE TO SUE THE RELEASEES.**
3. **I AM AWARE THAT RISKS, INCLUDING THE RISK OF PERSONAL INJURY, DISABILITY OR DEATH,** are inherent in operating or being carried in the restored aircraft operated by or on behalf of **VINTAGE WINGS**, and **I AM CONTENT TO AND DO VOLUNTARILY ACCEPT ALL SUCH RISKS.** I am further aware that **VINTAGE WINGS** is under no obligation to insure against the risks of personal injury or death and that no such insurance may be applicable or available. I am further aware that **VINTAGE WINGS** would not grant permission to me to operate or ride in its aircraft in the absence of this Voluntary Release and Waiver of Liability, regardless of any other contract or relationship I may have or have had with the Releasees or any of them, or any other consideration I may have offered to **VINTAGE WINGS** at any time.
4. **I AM ALSO AWARE THAT BY SIGNING THIS VOLUNTARY RELEASE AND WAIVER OF LIABILITY, I AM ACCEPTING ANY AND ALL RISKS OF INJURY, DISABILITY, LOSS AND DAMAGE, INCLUDING, WITHOUT LIMITATION, DEATH, AND THAT NEITHER I, NOR ANY OTHER PERSON MAY SEEK DAMAGES OR COMPENSATION SHOULD ANY ACTIONS OR OMISSIONS OF THE RELEASEES OR ANY OF THEM, OR OF ANY PERSON FOR WHOSE OMISSIONS OR ACTIONS THEY OR ANY OF THEM MAY BE IN LAW RESPONSIBLE, RESULT, DIRECTLY OR INDIRECTLY, IN, OR CONTRIBUTE TO, ANY SUCH INJURY, DISABILITY, LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DEATH.**
5. **I FURTHER EXPRESSLY UNDERTAKE** that in the event of any such injury, disability, death, loss or damage, I shall not make any claim against any person, corporation or entity which might in turn claim indemnity or contribution, in whole or in part, from the Releasees or any of them, and that **I SHALL FULLY INDEMNIFY THE RELEASEES AND EACH OF THEM OF AND WITH RESPECT TO ANY AND ALL SUCH CLAIMS.**
6. **I DECLARE** that I am not currently subject to any physical or other condition, or taking any medication, which would make it inadvisable for me to participate in the operation or flight of an aircraft. I undertake to promptly notify **VINTAGE WINGS** in the event of any circumstance, which renders this declaration no longer valid.

7. **I ACKNOWLEDGE** that any payment or transfer of property which I have made or may make, even if coincidental with or apparently related to any particular flight, shall be conclusively deemed to be a voluntary donation to **VINTAGE WINGS** as a registered charitable organization.
8. **I EXPRESSLY DISCLAIM** any intention to make any payment to **VINTAGE WINGS** for the purpose of being carried in any of its aircraft, and no payment which has been or may be made by me shall in any circumstances be constructed as a payment of carriage by air.
9. **I DECLARE** that my purpose in seeking permission to ride in or operate a **VINTAGE WINGS** aircraft is not that of travel from one point to another, but rather to experience the operation of such aircraft in flight and/or to participate in the operation and maintenance of such aircraft for my own personal pleasure, enjoyment and education.
10. **I ACKNOWLEDGE** that the signing and filing of this form of Voluntary Release and Waiver of Liability does not confer any rights upon me, and that **VINTAGE WINGS** may at any time refuse, cancel or withdraw permission, to operate or ride in any of its aircraft in its sole discretion. **I FURTHER ACKNOWLEDGE THAT THIS VOLUNTARY RELEASE AND WAIVER OF LIABILITY REMAINS FULLY IN EFFECT IN ACCORDANCE WITH ITS TERMS AND CANNOT BE MODIFIED BY ANY ORAL REPRESENTATIONS, PERMISSIONS OR UNDERTAKINGS OF ANY KIND.**
11. This form of Voluntary Release and Waiver of Liability must be signed by the participant, and as well, in the case of any participant under the age of nineteen (19), must be co-signed by a parent or legal guardian of such participant.
12. **PARENT OR LEGAL GUARDIAN:** If I am signing this Voluntary Release and Waiver of Liability on behalf of a participant who is under the age of nineteen (19) in my capacity as parent or legal guardian of such participant, each statement in this Voluntary Release and Waiver of Liability is also made by me in respect of and on behalf of the participant who is a crew member or passenger or pilot-in-command. **THIS MEANS THAT I AM ALSO MAKING, ACKNOWLEDGING, CONSENTING TO, AND GIVING, AS APPLICABLE, ALL STATEMENTS, RELEASES AND WAIVERS IN THIS VOLUNTARY RELEASE AND WAIVER OF LIABILITY ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT.**

In addition, I hereby declare that:

- (a) I am the parent or legal guardian of the participant and have the authority to sign this Voluntary Release and Waiver of Liability on behalf of me and the participant, both being hereafter bound by the terms and conditions hereof;
 - (b) I considered whether participation in the Yellow Wings Program is appropriate for the participant, and I consented to the participant's participation in the Yellow Wings Program; and
 - (c) I take full legal responsibility for permitting the participant to participate in the Yellow Wings Program, whether as a crew member, passenger or otherwise.
13. This Voluntary Release and Waiver of Liability shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein. I confirm it is my wish that this document as well as all documents relating hereto, including notices, have been and shall be drawn up in English. Je confirme ma volonté que le présent document de même que tous les documents s'y rattachant, y compris tout avis, solient rédigés en anglais.
 14. In the case of a participant over the age of nineteen (19) years or a parent or legal guardian signing on behalf of a participant under the age of nineteen (19) years, **I DECLARE** that I am of the full age of nineteen (19) years, have carefully read this Voluntary Release and Waiver of Liability, understand its terms, conditions, and consequences, and that I have signed freely and voluntarily on my own behalf or on behalf of the participant referenced in paragraph 12 above.

15. I hereby acknowledge that I have had the opportunity to seek independent legal advice with respect to the terms and provisions of this Voluntary Release and Waiver of Liability and that I fully understand this Voluntary Release and Waiver of Liability.

DATED at _____, this _____ day of _____, 2013,

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Signature of WITNESS

Signature of PARTICIPANT/RELEASOR

Name – Print Name of WITNESS

Name – Print Name of PARTICIPANT/RELEASOR

In case of Emergency contact:

Address of PARTICIPANT/RELEASOR

Telephone Number of PARTICIPANT/RELEASOR

Signature of PARENT or LEGAL GUARDIAN

Name – Print Name of PARENT or LEGAL GUARDIAN

Address of PARENT or LEGAL GUARDIAN

Telephone of PARENT or LEGAL GUARDIAN

IT IS THE RESPONSIBILITY OF THE PILOT-IN-COMMAND OF EACH AIRCRAFT TO ENSURE THAT FULLY COMPLETED VOLUNTARY RELEASE AND WAIVERS OF LIABILITY FOR ALL CREW AND PASSENGERS, INCLUDING HIMSELF/HERSELF, ARE ON FILE IN THE VINTAGE WINGS OFFICE OR WITH AN OFFICER OF VINTAGE WINGS BEFORE TAKE-OFF.

PERSONS WHO HAVE NOT SIGNED A VOLUNTARY RELEASE AND WAIVER OF LIABILITY SHALL NOT BE PERMITTED IN OR ABOUT VINTAGE WINGS AIRCRAFT UNDER ANY CIRCUMSTANCES.