

AGREEMENT TO WAIVE LIABILITY, COVENANT NOT TO SUE, ASSUME RISK AND INDEMNITY

The young person listed below wants to take part in the Canadian Owners and Pilots Association (“COPA”), COPA for Kids Aviation Program, including riding in an aircraft. The COPA for Kids Aviation Program is conducted by volunteer COPA member pilots who are licensed by the Department of Transport, Transport Canada (“TC”). These volunteer pilots fly a wide variety of aircraft that are also licensed by TC. I am the young person’s parent or legal guardian and I represent and warrant that I have the authority to enter into this agreement. In exchange for being allowed to take part in the COPA for Kids Aviation Program, the young person and I agree as follows:

AGREEMENT TO WAIVE LIABILITY | The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), release and forever discharge the Canadian Owners and Pilots Association (“COPA”), The Travelers Companies, Inc., its subsidiaries and affiliates including (without limiting the foregoing) Travelers Syndicate Management Limited and any Lloyd’s Syndicates which it manages (“Travelers”), and their respective officers, directors, members, chapters, employees, agents, divisions, affiliates, volunteers, sponsors, insurance brokers and insurers (including pilots, owners and operators of aircraft used in the COPA for Kids Aviation Program) (“Representatives” and individually a “Representative”), jointly and severally, from any and all claims against COPA and/or Travelers and/or Representatives (including, but not limited to, claims for any injury or death) arising from the young person’s and/or my participation in the COPA for Kids Aviation Program. It is hereby agreed and understood that Travelers is a financial sponsor only of The COPA for Kids Aviation Program. Travelers does not have any input or control over the operation or conduct of COPA and/or the COPA for Kids Aviation Program. This waiver, release, and discharge applies to all legal rights, including those resulting from any negligence of COPA and/or Travelers, and/or their Representatives, unless such rights result from the gross negligence or willful misconduct of COPA in which case the waiver, release and discharge will not apply to COPA.

COVENANT NOT TO SUE | The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), hereby covenant and agree not to sue COPA, Travelers, and the Representatives, jointly and severally, for any claims (including, but not limited to, claims for injury or death) arising from the young person’s and/or my participation in the COPA for Kids Aviation Program. This covenant not to sue applies to all legal rights, including those resulting from any negligence of COPA and/or Travelers and/or their Representatives, unless such rights result from the gross negligence or willful misconduct of COPA in which case the covenant not to sue will not apply to COPA.

ASSUMPTION OF RISK | We understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains, major such as eye injuries, broken bones and concussions, or catastrophic such as paralysis, severe burns or death. If the young person is old enough to understand these risks, I have explained them to him or her. **The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), assume all risks and full responsibility for any injury or death arising from taking part in the COPA for Kids Aviation Program.**

INDEMNIFICATION | **The young person and I agree to indemnify and hold COPA, Travelers, and the Representatives, jointly and severally, harmless from any claims, costs, damages, and liabilities, including lawyer’s fees, arising from taking part in the COPA for Kids Aviation Program. This duty to indemnify and hold COPA and Travelers and their Representatives harmless applies even if COPA or Travelers or any Representative is negligent; however, this duty to indemnify and hold harmless shall not apply in relation to COPA if and to the extent that such claims, costs, damages or liabilities result from the gross negligence or willful default of COPA.**

LEGAL ADVICE | I know that I can talk to my legal advisor about this Agreement to Waive Liability, Covenant Not to Sue, Assume Risk and Indemnity (the “Agreement”) and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this Agreement. I am freely and voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

Before Signing, Carefully Read This Entire Agreement

Note from COPA: If an accident were to occur, you and the young person (by signing this Agreement) would be giving up legal rights and incurring legal liabilities. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

Parent or Guardian’s Signature

Please Print Young Person’s Name

Please Print Parent or Guardian’s Name

Date

registration form



Participant: Please complete the upper portion of this form and give it to your volunteer pilot.

Parent or guardian: Please read and sign the agreement form (immediately preceding this page), before the flight.

Pilot: Please complete your portion of the registration form and ensure that the agreement is signed by the parent or guardian before the flight.

PLEASE PRINT

PARTICIPANT REGISTRATION			
LAST NAME OF PARTICIPANT		FIRST NAME	
ADDRESS			
CITY	PROVINCE	POSTAL CODE	
AGE	PARTICIPATED BEFORE?	TELEPHONE	
E-MAIL ADDRESS			

How I found out about the COPA For Kids Aviation Program:

- Community Paper COPA Flight Advertising I heard from a friend School Internet

PILOT REGISTRATION			
COPA MEMBER NUMBER			
LAST NAME OF PILOT		FIRST NAME	MIDDLE INITIAL
ADDRESS			
CITY	PROVINCE	POSTAL CODE	
E-MAIL ADDRESS		TELEPHONE	
AIRCRAFT TYPE	A/C IDENT	COPA FLIGHT #	DATE OF FLIGHT (M/D/Y)

I certify that I meet the guidelines for participation in the COPA For Kids Aviation Program; I am a current COPA member, I hold a pilot permit or licence and a valid medical certificate. I am current in the aircraft I will fly and am recent according to the Transport Canada (TC) definition of Recency . I also have passenger liability insurance specified by TC and COPA and the aircraft I will fly is in airworthy condition.

Pilot Signature

Date