



Eagle Sport Aviation Club ASSOCIATE MEMBERSHIP APPLICATION

Please visit www.eaglesport.org for the bylaws and more information prior to completion.
An associate membership is only a restricted membership with the Eagle Sport Aviation Club, Inc. (ESA).

Please type or print clearly

Last Name: _____ First Name: _____

Address (local): _____

City: _____ State: _____ ZIP: _____

Phone (local): _____ Cell: _____

Email: _____

Emergency Contact:

Name: _____ Phone: _____

Membership Interest (check one):

_____ Determine if I am interested in becoming a member of ESA

_____ Fly as a passenger only

**As an associate member of the Eagle Sport Aviation Club (ESA), I _____ (Name)
understand that:**

- I am a temporary member with Eagle Sport Aviation Club to determine if I am interested in the organization or to fly as a passenger only.
- I am limited to one (1) instructional flight per division before becoming a member of ESA.
- I must fly with an authorized ESA member and cannot act as the PIC of any ESA aircraft.
- My instructional flight privileges are void after one flight per division.
- I am required to adhere to the policies and procedures set forth by the bylaws.
- Policies and fees are subject to change as provided within the bylaws.
- I agree to pay all of my flying expenses, fees, and other club related charges at the time they are due.
- No club member can make promises or changes outside of the policies and procedures in the bylaws.
- This membership can be suspended or terminated if I follow policies and procedures set forth in the bylaws.

--- Read and sign the agreement and release on the second/back page ---

Adult agreement to waive liability, assume risk, and indemnify; Release for use of photos and images

In considerations of being offered an introductory flight in an aircraft piloted by an ESA member, I, the participant signing this agreement below, agree as follows:

Assumption of Risk

I understand that flying in an aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including without limitations aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by wildlife and other objects, difficult search and rescue conditions, inadequate emergency response, weather or terrain 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. **I (for myself, my heirs, family members, personal representatives and assigns) assume all risks and full responsibility for any injury or death arising from participating in an introduction flight.**

Agreement to Waive Liability and Not to Sue

I (for myself, my heirs, family members, personal representatives and assigns) hereby **release and discharge: a) the Eagle Sport Aviation Club, Inc. (ESA) b) the officers, directors, members, employees, agents, divisions, affiliates and volunteers of ESA c) the pilot and any ground crew involved in my introduction flight (collectively, the "Releasees") from, and agree not to sue the Releasees or any of them for, any and all claims against any of the Releasees for any injury or death arising from my participation in an introduction flight, or any of the circumstances related to my introduction flight.** This release, discharge and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees, other than those resulting from the gross negligence or willful misconduct of such Releasee.

Indemnification

I agree to indemnify and hold Releasees harmless from any claims, cost, damages, and liabilities, including attorney's fees, arising from my participation in an introduction flight. **This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent; however, indemnification of any Releasee is not required if such Releasee is grossly negligent or has engaged in willful misconduct.**

Media (Photo, Image, Picture) Release

I hereby give the Releasees the absolute and irrevocable right and permission to use photographs, videos, pictures and/or images of myself taken at or derived from my participation in an introduction flight (the "media") in whole or in part, with or without alteration or modification, in any and/or all manner and in any/or all media, in connection with ESA activities, programs, publications and publicity.

Representation and Warranty

I hereby represent and warrant that I am at least eighteen (18) years of age and am not restricted from entering into this Waiver and Release Agreement, and that I have read it in its entirety prior to executing it.

Legal Advice

I know that I can talk to my legal advisor about this 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 in this Agreement. **I am 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: If an accident were to occur, you (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.

Associate Member's Signature: _____ Date: _____

Associate Member's Name (print): _____

ESA Member/Instructor as a Witness:

Full Name: _____ Signature: _____ Date: _____