



## **PARTICIPATION AGREEMENT AND RULES AND REGULATIONS FOR PREFLIGHT AVIATION CAMP**

Thank you for reading this Participation Agreement carefully. It includes important information about PreFlight Aviation Camp, Inc, a Texas nonprofit corporation ("PreFlight") and describes certain protection sought by PreFlight if your child is hurt or suffers some other loss while attending PreFlight Aviation Camp on July 23-27, 2019, in San Marcos, Texas ("Camp"). The document must be signed by a parent or other legal guardian (listed on the last page and referred to herein as "Parent") of the child (listed on the last page and referred to herein as "my Child").

In consideration of the services of PreFlight, I, Parent, acknowledge and agree as follows:

### **Activities:**

The activities of my Child while at Camp will include, but not be limited to, an educational program for girls on aviation topics as well as participation in a variety of traditional camp sports, games and a ropes course. The campers will also participate in an actual airplane flight in LeTourneau University C-172 aircraft and will make onsite visits to the San Marcos Municipal Airport for an air traffic control tour, simulator flight, and airplane tour. An occasional special event or activity may be conducted off Camp premises. Lodging and meals will be provided at the Texas State University campus. Parents are urged to ask questions about the activities of the Camp, and their risks, before signing this Agreement.

In accordance with the Americans with Disabilities Act (ADA), PreFlight will make reasonable modifications to policies, practices and procedures when necessary to enable campers with learning, mental health and/or physical disabilities to participate fully participate in camp. Each child will be evaluated on an individual basis to determine what reasonable modifications would consist of.

The property on which the Camp operates primarily is the Texas State University campus and the San Marcos Municipal Airport. Campers

may be driven to and from Camp activities, and to the airport and medical facilities if necessary, in vehicles driven by Camp staff or persons with whom the Camp has contracted for such services. I understand that while the Camp expects to supervise and observe campers in a manner consistent with its goals for its campers, constant, 24/7, immediate, contact with a child is neither possible nor desirable. I further understand that campers from time to time will have periods of discretionary free time, without immediate supervision.

### **Risks:**

Air flight is inherently risky and may result in a crash or serious injury, death, damage to property, or injury to third parties. In addition to the risks associated with air flight, campers will be exposed to certain hazards and risks including the following: travel by motor vehicle, exposure to the elements of nature and the environment (including uncertain terrain, being at the airport, heat, cold, rain, floods and lightning); trips and falls, and close personal contact and physical trauma associated with sports and other recreation; and errors of judgment, failure to follow instructions, and careless conduct of other campers, Camp staff, persons with whom PreFlight may contract for certain services, and others with whom the Camp has no association and over whom the Camp has no control. Campers may suffer bruises, broken bones, scrapes and strains, bites and stings, allergies, emotional upset and all manner of other injuries or illness which, in extraordinary cases, may be serious and result in injury or death.

The hazards and risks described above are inherent in the activities and environment of PreFlight - that is, they are such an integral part of the Camp experience that, if they were eliminated, campers would be deprived of the opportunity for the growth and development which PreFlight and its campers and families expect. Other hazards and risks may be encountered, inherent and otherwise.

### **Acknowledgment and Assumption of Risks:**

I, Parent, have read and understand the Camp activities and hazards and risks described in this Agreement and in other materials provided by the Camp, including at the Camp's website, [www.preflightcamp.com](http://www.preflightcamp.com). I acknowledge and assume the risks and dangers described above, and all others associated with my Child being enrolled in the Camp, whether or not engaged in a supervised activity of the Camp, and on or off the Camp premises. I have discussed the

activities, hazards and risks with my Child, who understands them and wishes to participate in the activities of the Camp.

#### **AGREEMENTS OF RELEASE AND INDEMNITY:**

**I, PARENT, AGREE TO RELEASE AND DISCHARGE (AGREEING TO MAKE NO CLAIM, AND NOT TO SUE) PREFLIGHT AVIATION CAMP, INC, AND THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, PILOTS, CONTRACTORS AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS OF PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR OTHER LOSS, WHICH I OR MY CHILD MAY SUFFER, ARISING OUT OF OR IN ANY WAY RELATED TO HER BEING ENROLLED IN THE CAMP, WHETHER OR NOT ENGAGED IN A SUPERVISED ACTIVITY OF THE CAMP, AND ON OR OFF THE CAMP PREMISES. I FURTHER AGREE TO INDEMNIFY (THAT IS DEFEND AND PAY, INCLUDING COSTS AND ATTORNEYS FEES) THE RELEASED PARTIES FROM CLAIMS BROUGHT BY OTHER MEMBERS OF MY, OR MY CHILD'S FAMILY, AND CLAIMS BROUGHT BY OTHERS, INCLUDING OTHER CAMPERS, WHO CLAIM A LOSS CAUSED BY MY CHILD.**

**THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A RELEASED PARTY. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I SURRENDER THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY, FOR PERSONAL INJURY AND EVEN DEATH, PROPERTY DAMAGE OR OTHERWISE, EXCEPT IN CASES OF INTENTIONAL WRONGS, RECKLESSNESS OR GROSS NEGLIGENCE OF A RELEASED PARTY.**

#### **Rules:**

While my Child attends Camp she will follow all the rules set forth in this document, as well as any rules enforced by PreFlight, it's members, directors, officers, employees, pilots, contractors, and volunteers. If my Child violates any of the rules mentioned below, I may be notified and, in extreme cases, it could result in the removal of my Child from Camp. If my Child is dismissed from camp I understand there will be no refund.

- Every camper is required to follow the camp schedule and will attend the various camp activities.
- Campers are not permitted to leave camp without permission; if a camper has to leave the university, or other facility that is visited, they will do so only with an adult chaperone from PreFlight.

- A night curfew “lights out” will be enforced.
- No cell phones or electronic devices (to include digital cameras or video cameras, smart watches, GPS devices).
- If a camper brings any electronic devices they will be collected on the first day of camp and secured, and be returned on the last day of camp no later than leaving the graduation ceremony.
- The use of tobacco, alcoholic beverages, or drugs of any kind is strictly prohibited.
- No inappropriate language.
- No bullying, gossiping, or other bad conduct that could have a negative effect on others at Camp.

### **Additional Provisions:**

Any dispute between PreFlight or another Released Party and me or my Child shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Texas, and any mediation or suit shall occur or be filed and maintained exclusively in Bexar County, Texas, to the jurisdiction of which court or courts I hereby consent, for myself and my Child.

If I or my Child have a legal dispute with PreFlight or any other Released Party which cannot be settled through discussions between the parties, I or we will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Texas courts as qualified persons for mediation assignments.

PreFlight may, without compensation to me or my Child, use interviews with and photographic images of my Child, including videotape, for its website, brochures and other, including promotional materials.

I will be solely responsible for any and all damages caused by my Child to the property of PreFlight, Texas State University and any facility visited by my Child during Camp. If any part of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

I, Parent or legal guardian of the Child named above, have read and accept the terms and conditions of this Agreement, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and my Child, and our respective heirs, personal representatives, estates and family members.

Child (Printed Name): \_\_\_\_\_

Parent (Printed Name): \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_