



ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

Aerial Recovery events may involve serious risk of injury. I understand that by signing this form, I am giving up the right to sue if I am injured while participating in Aerial Recovery events.

As lawful consideration for being permitted by Aerial Recovery, and/or any affiliated entities (collectively, "**Aerial**") to volunteer, participate in and/or attend ("**Participate**") in any event, activity, or deployment with Aerial Recovery (and any and all events and activities in connection with and/or leading up to and after event, activity, deployment) that will take place in various environments not limited to areas affected by disaster and transit to the affected area (collectively, the "**Premises**") which, among other things, may have on-going clean up activity or other hazardous conditions that may increase the risk of accidents and injuries (together with all ancillary and related activities, the "**Event**"), I agree to this Assumption of Risk, Release and Liability Waiver ("**Release**") as follows:

- 1. I Understand The Risk Involved In Participating In Any Event, Activity, or Deployment With Aerial Recovery.** I, _____, am _____ years old. I understand that the activities involved in deployments, training, and any events with Aerial Recovery are physically and mentally intense. I represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me in any of such activities. I am sufficiently trained and experienced enough to understand the risks involved. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe or become aware of any hazardous condition during my participation, I will avoid such hazardous conditions, terminate my participation and immediately notify an appropriate official of such condition.
- 2. I Assume The Risk Of Injury By Participating In Any Event, Activity, or Deployment With Aerial Recovery.** I understand and accept that participating or volunteering in any Event, Activity, or Deployment may involve dangerous activities and may involve the danger of encountering known and unknown risks, including the significant risk of **SERIOUS BODILY INJURY, illness, disability, emotional trauma, damage to property and DEATH** ("**Injuries**"). I expressly and voluntarily assume full responsibility for these risks, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, food poisoning or other food/water-related illness including from Aerial supplies, inadequate training, failure to supervise and failure to warn of potential risks. I understand that these risks may be caused by Aerial, other participants, volunteers, myself or other third persons. **BY PARTICIPATING IN ANY EVENT, ACTIVITY, OR DEPLOYMENT, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED**

PARTIES (defined below) or others, and whether or not covered by my personal health or other type of insurance; and I assume full responsibility for any Injury I may sustain as a result of my participation in the Event.

3. **Liability Waiver, Release And Promise Not To Sue.** I, on behalf of myself and each of my successors, heirs and assigns, unconditionally and **irrevocably waive liability, release, promise never to sue, forever discharge and relinquish any and all rights, claims, demands, suits, actions, losses, damages, costs and expenses, including attorneys' fees and costs** (collectively, "**Claims**"), that I may incur or have against Aerial, its affiliates, landowners/lessors of the Event, Activity, or Deployment locations, each of the States through which the Event, Activity, or Deployment will go through; each of the Counties and Municipalities through which the Event will go through; and all officers, employees, agents, personal representatives, parents, subsidiaries, affiliates, successors and assigns of the foregoing and each of their respective owners, officers, shareholders, directors, employees and agents (collectively, all of the foregoing being the "**Released Parties**"), arising from or related to my participation in or volunteering with any Event, Activity, or Deployment including, without limitation, any Claims arising from or related to: (i) the actions or omissions of any of the Released Parties, other participants, volunteers, or other third parties; (ii) the inadequacy of any training or supervision; (iii) failure to investigate, keep safe or to warn of hazards known or unknown; (iv) the conditions on or about the Event premises; (v) the breach of any implied or express warranty and/or representation of any of the Released Parties; (vi) transportation; (vii) weather conditions; and/or (viii) any other operations associated with the Event, and, with respect to each of the foregoing, whether based on tort (**including, without limitation, acts of negligence and gross negligence**), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (all of the foregoing shall be collectively referred to as the "**Released Claims**").

4. **Covid-19 Waiver.** The coronavirus can cause COVID-19, which is declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is thought to spread person to person, mainly through contact or respiratory droplets produced when an infected person coughs, sneezes or talks. People reportedly can be unknowingly infected, without displaying symptoms, but still spread the virus to others. Participation in gatherings of people in close quarters for any duration of time may increase the risk of contracting COVID-19 if a carrier is in attendance. There presently is no known practical way to completely eliminate the possibility of transmission of coronavirus within social gatherings. Aerial has instituted certain measures recommended by federal, state and local authorities to mitigate the spread of COVID-19 during the Event. However, Aerial cannot guarantee that you, or any member of your family or anyone who comes in contact with you, will not become infected with COVID-19. Further, your participation in any Event, Activity, or Deployment as a volunteer increases the risk of you contracting COVID-19.

By signing this agreement: (1) I acknowledge the contagious nature of COVID-19; that I have read and understood the above warnings regarding COVID-19; and that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions or negligence of myself and others, including, but not limited to, Aerial.

(2) I voluntarily assume all risks that I may be exposed to the coronavirus by participating in any Event, Activity, or Deployment and its related activities; that such exposure may result in my contracting COVID-19 which consequently can cause illness, personal injury, permanent disability and/or death; and that I knowingly accept sole responsibility for any injury to myself (including, but not limited to, COVID-19, disability and death) and all damages, losses, expenses, claims and liabilities, of any kind related to COVID-19 which I may suffer or incur resulting from my participation in the Event and its related activities.

5. **Indemnity.** On behalf of myself and on behalf of my heirs, executors, administrators, successors, assigns, personal representatives and next of kin (collectively, the “**Releasers**”), I AGREE TO HEREBY RELEASE, DEFEND (at Aerial’s request), INDEMNIFY, AND HOLD HARMLESS the Released Parties from all liability and damages arising out of any and all the risks and hazards attendant upon my entry on, my presence at, my Participation or volunteering with any Event, Activity or Deployment or the Premises; and from any and all actions, causes of action, suits, costs, claims, rights, damages, losses, Injuries (to myself or to any third parties directly or indirectly relating to my Participation in or volunteering with the Event), expenses, judgments or demands of any kind or nature whatsoever and WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, which I or the Releasers can or might have as a result of or arising out of my Participation or presence at the Event or about the Premises, including, but not limited to, claims for any personal/bodily injury, disability, death or property damage, which I, the Releasers or any person under this grant may suffer or sustain; and I further agree to indemnify, defend and hold harmless the Released Parties of, from and against any and/or all actions, causes of action, rights, losses, injuries, expenses, demands, costs, claims, suits, damages and judgments (including attorney’s fees and disbursements) of any kind or nature whatsoever, however caused and WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, including, but not limited to, those for property damage and bodily injury, including death, arising out of or in connection with my presence at, Participation in or volunteering with any Event, Activity or Deployment or about the Premises.

6. **Consent To Medical Care.** I authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my expense if medical attention is needed. I also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I acknowledge and agree that none of the Released Parties, as that term is defined in paragraph 3 (above), is under any legal obligation to render assistance to me.

7. **Consent to Operational Expectations.** I consent to Aerial’s operational standards of excellence and behavior, including but not limited to: and providing full rights to Aerial for my photo/image/likeness to be used in photo and video content. I consent to Aerial’s mission parameters and will follow all applicable laws/regulations, subject to being dismissed from our mission and volunteer corps at any time for gross misbehavior, neglect, etc. I also hereby consent to follow Aerial Recovery Group’s chain of command and communication policies and understand that failure to follow can result in dismissal. Further, I understand that I am not to speak on behalf of or against Aerial for any reason before, during or after any event, activity or deployment.

I acknowledge and understand that this Release is an important legal document, and by signing this document I am waiving substantial legal rights I may otherwise have to recover damages for Injuries or losses, and sign it voluntarily and without inducement of any nature and intend for it to be enforced to the greatest extent allowed by law. I am 18 years of age or older.

Signature: _____

Name: _____

Date: _____