



## **Pilot Acknowledgment of Risk, Liability Waiver and Release**

### **and**

## **Participation Agreement**

Thank you for your willingness to participate as a “Backcountry Santa” pilot to deliver goods to members of the Navajo Nation and/or other underprivileged groups of individuals or organizations (an “Activity”). The Backcountry Santas are organized by Backcountry Santa, Inc., a Utah non-profit corporation.

The Backcountry Santas hold an annual Activity in December, and other Activities on an as-needed basis. You agree that your participation in any mission to deliver goods to the Native American Tribes (or any other group of individuals) with the Backcountry Santa pilots constitutes participation in an “Activity” and is subject to the terms of this Pilot Acknowledgement of Risk, Liability Waiver and Release and Participation Agreement (the “agreement”). The Activity is organized by Backcountry Santa, Inc.

Choosing to submit a Pilot Questionnaire and Agreement on [www.backcountrysanta.org](http://www.backcountrysanta.org) and/or participation in the Activity results in you giving up certain rights to bring legal action against Backcountry Santa, Inc., its officers, directors, agents, donors, contributors, participants, beneficiaries, other pilots, the Navajo Nation and its members and any other Native American Tribe or their members, the Utah Backcountry Pilots Association, Gouldings, or any other person or organization that is related to the Activity and their respective directors, officers, owners, employees, agents, and beneficiaries, and their respective successors, heirs and assigns (collectively referred to as the “other participants”), and also waives your rights in connection with any property damage, economic loss, personal injuries, or death that you may suffer as a result of participating in the Activity, including, without limitation, all flight and ground operations.

By submitting a Pilot Questionnaire and Agreement on [www.backcountrysanta.org](http://www.backcountrysanta.org) and participating in the Activity in any manner or degree, you, referred to as “the pilot”, agree as follows:

## **1. VOLUNTEER STATUS**

The pilot agrees that he/she is acting as a volunteer and will not be compensated or reimbursed for any expense in connection with the Activity.

## **2. PHOTO RELEASE**

The pilot agrees that the other participants may photograph, film, or record the pilot, his/her passengers, aircraft, and other property in connection with the Activity and the person or organization taking the photo, video, or recording will have the worldwide right to use and license others to use such photographs and recordings in any manner whatsoever, without limitation or restriction.

## **3. ASSUMPTION OF RISK**

The pilot warrants that he/she is fully aware that the Activity includes inherent risks and dangers, including those of property damage, serious injury, or death. The pilot knows and understands the scope, nature and extent of the risks involved in the Activity, has independently evaluated the same, and is not relying on any information provided by anyone regarding weather, landing strip conditions, fuel availability or the lack thereof, airspace or ground congestion, or any other risks inherent to the Activity. The pilot knows that piloting an aircraft under backcountry flying conditions or where a large number and aircraft are present, including landing on and taking off from unimproved landing strips, may result in property damage, serious injury, or possibly even death. The pilot voluntarily and freely chooses to incur any and all such risks and dangers, which may change without notice.

## **4. EXEMPTION FROM LIABILITY**

To the fullest extent permitted by law, the pilot hereby fully and forever waives, discharges, and releases Backcountry Santa, Inc. and all other participants (as further defined above) of the Activity from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages both in law and equity, in any way resulting from personal injuries, conscious suffering, death, economic loss, or property damages sustained by the pilot, the owner(s) of aircraft piloted by the pilot, or any of the pilot's passengers arising out of the Activity, or while otherwise participating in any of the incidental activities contemplated by this release. This exemption of liability includes loss, damage, injury or death resulting from negligence of the other participants (as further defined above) or any other cause or causes.

## **5. COVENANT NOT TO SUE**

To the fullest extent permitted by law, the pilot agrees for his/her self and his/her heirs executors, or administrators not to institute any suit or action at law or otherwise, against Backcountry Santa, Inc., its directors, officers, and agents, and any of the other

participants (as further defined above), or to initiate or assist the prosecution of any claims for damages or course of an action which the pilot's and/or the pilot's passengers' heirs, executors, administrators hereafter may have by reason of injury or death to the person of the pilot or to his/her property arising from the Activity, and if married the pilot executes this agreement on behalf of him/herself, his or her spouse and the marital community which they compose.

#### **4. INDEMNITY AGREEMENT**

To the fullest extent permitted by law, the pilot agrees for him/herself and his/her executors, administrators or assigns to indemnify, defend, and hold harmless Backcountry Santa, Inc., its directors, officers, and agents, and the other participants (as further defined above) from any and all losses, claims, damages, costs (including attorneys' fees and costs) actions, or proceedings of any kind which arise from the negligence or otherwise wrongful acts or omissions of the pilot and/or his/her passengers in connection with the Activity. This includes reimbursement of all legal costs and reasonable counsel fees incurred by the other participants (as further defined above), for the defense of any such action which may hereafter arise directly or indirectly from the activities of the pilot and/or his/her passengers while engaged in the Activity.

#### **5. CONTINUATION OF OBLIGATION**

To the fullest extent permitted by law, the pilot agrees and acknowledges that the terms and conditions of the above provisions shall continue in full force and effect at all times, and shall be binding upon the heirs, executors, administrators or assigns, of the pilot and/or his/her estate.

#### **6. INSURANCE**

The pilot warrants that he/she maintains current policies of aircraft liability insurance, accidental disability and/or health insurance as he/she deems appropriate to insure against any liabilities undertaken in connection with this agreement or participation in the Activity.

#### **7. HEALTH, FITNESS AND QUALIFICATIONS**

The pilot warrants that he/she is physically fit, mentally alert, competent to enter into this agreement. The pilot warrants that he/she is legally competent to sign this document and understands that the terms herein are contractual and not a mere recital and that he/she has signed this document of his/her own free act. The pilot assures the other participants of his/her medical fitness and assumes the sole responsibility of physical fitness, skill, and capability to perform the Activity.

#### **8. RULES OF PARTICIPATION**

The agrees that he/she is and will be in compliance with all laws and regulations pertaining to the Activity, including all applicable Federal Aviation Regulations, and any rules or regulations of the Navajo Nation, Gouldings, or any of its supporting organizations pertaining to the use of airstrips on the Navajo Nation or other tribes. The pilot acknowledges and agrees to follow all safety instructions and limitations regarding the use of any airstrip. The pilot further acknowledges and agrees that the permission to use any airstrip in connection with the Activity is limited to use for the mission only, and that any other use of an airstrip on the Navajo Nation or other private airstrip is prohibited without the prior consent of the applicable governing authority or owner.

#### **9. INTERPRETATION AND ENFORCEMENT; JURY WAIVER**

The pilot agrees that this agreement may only be interpreted and/or enforced according to Utah law in the federal or state courts situated in Salt Lake County, Utah, and irrevocably submits to venue in such courts for any lawsuit arising from or in connection with this agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PILOT AGREES TO WAIVE HIS/HER RIGHT TO A JURY IN ANY LAWSUIT ARISING FROM OR RELATING TO THIS AGREEMENT OR PARTICIPATION IN THE ACTIVITY.

**10. The pilot expressly recognizes that this agreement and release of liability is a binding contract pursuant to which he/she has released all claims against the other participants resulting from participating in the Activity and related activities; it is not mere recital.**

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