Tarrant County College

Informed Consent and Assumption of Risk Form

This form needs to be signed by all participants, students, guests, and other non-employees participating in activities or events. Students/Participants under the age of 18 are required to obtain a signature from a parent or legal guardian.

FLIGHT TRAINING AND/OR AIRCRAFT RENTAL SERVICES

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____("Participant"), hereby acknowledge that I have voluntarily elected to participate in the following activity or event flight training and/or aircraft rental services with Veracity Aviation, LLC and related activities with Tarrant County College District (as hereinafter defined) (the "Activity"), to be held in and around Northwest Campus at Alliance Airport, on _____ (First day of semester). **In consideration for being permitted by DISTRICT** to partcipate in the Activity, **I hereby acknowledge and agree to the following:**

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with DISTRICT policies and procedures. I further agree to abide by all the rules and requirements of the Activity. I acknowledge that DISTRICT has the right to terminate my participation in the Activity if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the Activity, or for any other reason in the DISTRICT's discretion. Failing to follow rules of the Activity, staff directors, or the Student Handbook may result in disciplinary action.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the Activity, including the dangers, hazards, and risks inherent in the Activity. I acknowledge that aircraft flight training, aircraft flight related activity, or flying any aircraft in general, including light sport aircraft, entails both known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to third parties or to property. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. These risks always exist in spite of Federal Aviation Administration ("FAA") regulated and approved flight training and despite FAA regulated and approved aircraft design, manufacture, construction and maintenance as well as any other safety precautions that might be utilized or otherwise implemented. Additionally, weather conditions, conditions of equipment, facility conditions, negligent first aid operations or procedures, and any independent research or activities I undertake as an adjunct to the Activity are or may be hazardous. I understand that as a participant in the Activity I could sustain serious personal injuries, illness, property damage, or even death as a consequence of not only DISTRICT's actions or inactions, but also the actions, inactions, negligence or fault of

Veracity Aviation or others and despite safe precautions, DISTRICT cannot guarantee safety thereof and all risks cannot be prevented.

Veracity Aviation will be providing Helicopter training and/or Helicopter rental services to me as part of the Activity, and I have executed a Release, Hold Harmless and Indemnification Agreement with Veracity Aviation(the Veracity Aviation Release) in connection with those services. In the Veracity Aviation Release, Veracity Aviation gave certain financial undertakings to my family and/or estate in the event of my death under particular circumstances. I acknowledge and agree that the DISTRICT is not a party to the contractual agreements between myself and Veracity Aviation and is not responsible for any payment to be made by Veracity Aviation . On behalf of myself, my family, heirs, estate and assigns, I hereby release and discharge the District from any duty or obligation, financial or otherwise, Veracity Aviation , its successors and assigns may owe to me, my family, heirs, estate or assigns as a result of the terms of the Veracity Aviation Release or otherwise.

RELEASE AND WAIVER OF LIABILITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE,DISCHARGE, AND COVENANT NOT TO SUE DISTRICT**, its governing board, Trustess, officers, employees, faculty, agents, volunteers and any students (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY DAMAGE OR DEATH OCCURS WHILE IN, ON,UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE ACTIVITY, OR ANY ADJUNCT TO THE ACTIVITY,OCCURS OR IS BEING CONDUCTED**. I further agree that the Releasees are not in any way responsible for any injury or damage that Isustain as a result of my own negligent acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in the Activity, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of, but not limited to: participation in this Activity, weather conditions, facility conditions, equipment conditions, first aid operations or procedures of Releasees, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OR OMISSIONS OF THE RELEASEES** and assume full responsibility for my participation in the Activity.

INDEMNITY: I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that I may suffer as a result of my participation in the Activity.

PERSONAL MEDICAL INSURANCE: I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in the Activity.

CERTIFICATION OF FITNESS TO PARTICIPATE: I attest that I am physically and mentally fit to participate in the Activity and that I do not have any medical record of history that could be aggravated by my participation in this particular Activity. If I require any reasonable accommodation(s) in order to participate in the Activity, I have notified the DISTRICT in writing of the nature of the accommodation(s) needed prior to the Activity.

MEDICAL CONSENT: I understand and agree DISTRICT is not responsible for my health and safety. Recognizing this, however, I wish to, and hereby do, grant DISTRICT full authority to take, or not to take, in its sole discretion, whatever actions it may consider warranted under the circumstances for my health and safety during my participation in the Activity, and I hereby release it from any liability for any such decisions or actions as may be taken in connection therewith. The authority granted in the preceding sentence shall include the right (in the sole discretion of

DISTRICT) to place me, at my own expense, and without any further consent, in a hospital, for medical services and treatment, or if no hospital is readily accessible, to place me in the hands of a local medical doctor for treatment. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

CHOICE OF LAW: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Texas.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

_____ _____

Signature of Participant Date

Signature of Parent/Guardian for Participants under eighteen (18) years of age:

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES.** I join with Participant in granting a release to Releasees as set forth in detail above.

_____ _____

Signature of Parent or Guardian Date