

ABOVE AND BEYOND USA

MINOR WAIVER and RELEASE OF LIABILITY

by PARENT or GUARDIAN

In consideration of the following minor(s): (list full name of each child participant) _____

attending an **Above and Beyond USA** event, on behalf of myself, my spouse, legal representatives, heirs, and assigns, do hereby release, discharge, and hold harmless **Above and Beyond USA**, the **City of Goodyear**, the **Phoenix Goodyear Airport**, **Lux Air Jet Centers**, **AerSale Inc.** and their respective affiliates, officers, directors, agents, employees, volunteers, pilots, and assigns (collectively, "Released Parties"), from any and all claims, demands, causes of action, suits, damages, costs, and expenses, including but not limited to any personal injuries, illness, loss of time, pain and suffering, or property damage, arising out of or in connection with attendance of the person named above at an **Above and Beyond USA** event.

1. Assumption of Risk

I acknowledge that attendance at an **Above and Beyond USA** event is voluntary and not without risk. I understand that attending may expose the person named above to various risks, including but not limited to the risk of physical injury, illness, or death. I voluntarily assume all risks associated with that attendance.

2. Waiver of Liability

I understand and agree that this Waiver and Release of Liability is a comprehensive release that applies to all claims, demands, causes of action, suits, damages, costs, and expenses, including those arising from negligence on the part of the Released Parties. **This waiver does not apply to claims arising from the gross negligence or intentional misconduct of any Released Party.**

3. Indemnification

I agree to indemnify and hold harmless the Released Parties from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or correlated to event attendance, except for those arising from the gross negligence or intentional misconduct of the Released Parties.

4. Compliance with Rules and Regulations

I agree to abide by all rules and regulations established by **Above and Beyond USA** regarding the authorized use of the premises. I acknowledge that the use of the premises may be terminated at any time, without prior notice, and, if present, I agree to immediately vacate the premises upon request. I waive any recourse in the event of such termination.

5. Image Release

I understand that during attendance at an **Above and Beyond USA** event, the image or likeness of any attendee may be captured and used for promotional or advertising purposes. I grant **Above and Beyond USA** permission to use any image or likeness of the minor named above for such purposes without compensation.

Initial: _____

6. Governing Law and Jurisdiction

This Waiver and Release of Liability shall be governed by and construed in accordance with the laws of the **State of Arizona**. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in **Maricopa County, Arizona**.

7. Severability

If any provision of this Waiver and Release of Liability is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

8. Acknowledgment of Understanding

I have read and fully understand this Waiver and Release of Liability. I acknowledge that by signing below, I am voluntarily giving up certain legal rights, including the right to sue the Released Parties. I agree to the terms and conditions set forth herein, freely and without coercion.

IMPORTANT: If a guest is under 18 years of age, a parent or legal guardian must sign below as agreeing to the contents of this Waiver on behalf of themselves and for the person that they are signing for.

Parent/Guardian, Print Name Clearly: _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Phone Number: _____

Parent/Guardian Email: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

Your Relationship to Minor(s): _____

Print Full Name of Minor: _____ Age: _____

Print Full Name of Minor: _____ Age: _____

Print Full Name of Minor: _____ Age: _____

Print Full Name of Minor: _____ Age: _____

Print Full Name of Minor: _____ Age: _____

Print Full Name of Minor: _____ Age: _____

Print Full Name of Minor: _____ Age: _____