

# CAF HH Form #1 STANDARD HOLD HARMLESS FORM Use For: Pilots, Co-pilots, crewmembers or Adult Passengers

\*\*\*\*You do not need this HH#1 for Adult passengers if you use the Passenger Manifest form that includes the Hold Harmless information and the passenger has signed the Manifest Form.

| STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: COUNTY OF MIDLAND   |                                 |
|--|---------------------------------|
| WHEREAS, I, desire to participate in Commemorative Air Force air sho activities and/or fly in aircraft owned and/or operated by the Commemorative Air Force and the American Airpower Heritage Flying Museum (hereinafter collectively "the CAF") as a pilot, co-pilot, crew member or passenger; and  | W                               |
| I understand and acknowledge that my participation in any CAF activity and flight on any CAF aircraft is voluntary. I have not received, nor will I ever receive, any compensation of any nature whatsoever participation in any CAF activity or flight on any CAF aircraft.   |                                 |
| I further understand and acknowledge that CAF activities, including without limitation, flying in CAF aircraft a purely recreational activity. CAF aircraft are vintage aircraft that are primarily of a design, type, I character built in the period approximately 1930 through 1950. Most if not all, CAF aircraft are more tyears old. Flying in CAF aircraft is an inherently dangerous and hazardous activity, and I accept the rishazards of the same, including without limitations the risks of personal injury or death. INITIALS  | kind or<br>than 40              |
| I further understand and acknowledge that but for my voluntary execution of this release of liability, th would not allow me to participate in CAF air show activities and/or fly in CAF aircraft in any capacity.   | e CAF                           |
| Accordingly, I do hereby, for myself, my heirs, executors, administrators and assigns, RELEASE, ACQUIT FOREVER DISCHARGE AND HOLD HARMLESS the CAF, its administrators, officers, agents, se employees, divisions, subsidiaries, related organizations and members, whether acting in an official capa behalf of the parties hereby released or individually, from any and all claims, demands and causes of ac any nature whatsoever, whether in contract or in tort or under any other legal theory, arising out of or in a related to my participating in CAF air show activities and/or flight in any CAF aircraft. INITIALS | ervants,<br>city on<br>ction of |
| I RECOGNIZE AND AGREE THAT THIS RELEASE IS A RELEASE OF THE CAPADMINISTRATORS, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, DIVISIONS, SUBSIDIARELATED ORGANIZATIONS AND MEMBERS, WHETHER ACTING IN AN OFFICIAL CAPACIT BEHALF OF THE PARTIES HEREBY RELEASED OR INDIVIDUALLY, FROM ANY AND ALL CL   | ARIES,<br>ΓΥ ΟΝ                 |

DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF <u>CAF'S</u> SOLE AND/OR COMPARATIVE NEGLIGENCE, INCLUDING ANY FUTURE SOLE AND/OR

COMPARATIVE NEGLIGENCE OF CAF. I FURTHER RECOGNIZE AND AGREE THAT THIS RELEASE IS A RELEASE OF THE CAF FROM ANY CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF ANY MALFUNCTION, DESIGN DEFECT AND/OR MANUFACTURING DEFECT IN ANY EQUIPMENT OR TANGIBLE PERSONAL PROPERTY OWNED BY CAF.

## HOLD HARMLESS AGREEMENT

In the event any suit is brought against the CAF by me or anyone acting by, through or under me, including without limitation my heirs, executors and/or statutory beneficiaries for claims arising out of any injuries or damages suffered by me, including without limitation, death, as a result of my participation in any activity that is the subject of this release, including without limitation flight in CAF aircraft, I hereby agree, for myself, my heirs, executors, administrators and assigns, to INDEMNIFY, DEFEND AND HOLD HARMLESS the CAF, its agents, servants, employees, divisions, subsidiaries, related organizations and members from any and all liability for any sums which might be payable to anyone by reason of said injuries, damages, and/or death and for the costs, including without limitation attorney's fees incurred by the CAF in defense of such lawsuit. I SPECIFICALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CAF FROM ANY LIABILITY WHATSOEVER ARISING OUT OF CAF'S SOLE AND/OR COMPARATIVE NEGLIGENCE.

I have read this release and fully understand its contents. No representation has been made to me by the CAF or anyone acting on its behalf to induce me to sign this release except as stated herein. The release contains all of the representations that have been made to me regarding the CAF's responsibility for injuries and/or death that I may suffer as a result of my participation in the activities covered by this release and/or flight in CAF aircraft. No other agreement regarding matters covered herein exists between me and the CAF or anyone acting or purporting to act on behalf of CAF except as is stated in this release. I fully recognize that by signing this release, I am releasing the CAF, and it is my intent to release the CAF, from any and all liability that may arise out of any injury and/or death that I may suffer while engaged in CAF activities or flying in CAF aircraft.

Insurance Note: The CAF makes no stipulations or guarantees regarding any personal life or injury insurance you may have in place. Some policies do not cover you if you fly in a non-standard category aircraft. Many of the CAF's aircraft are limited or experimental category so if you are concerned please check with your insurance company regarding your coverage and exclusions before taking a flight in a CAF aircraft.

| PARTICIPANT SIGNATURE COL.# DATE        | WITNESS SIGNATURE DATE |
|---|------------------------|
| WING OR SQUADRON                        |                        |
| In case of an emergency, please contact | at                     |

| CA | Fŀ | 414 | FO | RM | 1 #3 |
|----|----|-----|----|----|------|
|    |    |     |    |    |      |

### COMMEMORATIVE AIR FORCE PASSENGER MANIFEST and RELEASE AND HOLD HARMLESS AGREEMENT

| This form must be completed in full prior to any flight with two or more persons on board. The pilot-in-command will insure one copy is    |
|--|
| left with a responsible CAF member or responsible person (FBO or Host) at the point of departure. It is the responsibility of the pilot-in |
| command to see that these important details are properly completed.  |
|  |

| AIRCRAF TYPE     | _ N | DEPARTURE POINT _        | ARRIVAL                    |
|------------------|-----|--------------------------|----------------------------|
| PILOT-IN-COMMAND |     | _CO-PILOT(if applicable) | _FLT ENGIN (if applicable) |

KNOW ALL MEN BY THESE PRESENT: WHEREAS, THE UNDERSIGNED desire to participate in Commemorative Air Force air show activities and/or fly or take a flight as pilot, co-pilot or crew member or passenger in Commemorative Air Force aircraft; and whereas I will be doing so entirely upon my own initiative, risk and responsibility; now, therefore, in consideration of the permission extended to me by the Commemorative Air Force, through its officers and agents to participate in Commemorative Air Force air show activities and/or fly or take said flight or flights in Commemorative Air Force aircraft as pilot, co-pilot, crewmember or passenger, I do hereby, for myself, my heirs, executors, and administrators remise, release and forever discharge and hold harmless the Commemorative Air Force, its administrators, and all its officers, agents, servants and employees, acting officially or otherwise, from any and all claims, demands, actions or causes of action including fault or negligence on the part of the Commemorative Air Force, its administrators, officers, agents, servants or employees, during such participation flying or flight or continuation thereof, as well as all ground and flight operations incident thereto. I am fully cognizant that no/or only limited passenger liability insurance exists on behalf of the CAF for this flight. I SPECIFICALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CAF FROM ANY LIABILITY WHATSOEVER ARISING OUT OF CAF'S SOLE AND/OR COMPARATIVE NEGLIGENCE. Aircraft riders please note: The CAF makes no stipulations or guarantees regarding any Personal life or injury insurance you may have in place. Some policies do not cover you if you fly in a non-standard category aircraft. Many of the CAF's aircraft are limited or experimental category so if you are concerned please check with your insurance company regarding your coverage and exclusions before taking a flight in a CAF aircraft.

| Name (Print or Type) | Col# | Crew Position<br>Or Passenger | Date | I have read, agree with and fully understand this document. <b>Signature</b> |
|----------------------|------|-------------------------------|------|--|
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |
|                      |      |                               |      |  |

# This page intentionally left blank.

# Passenger Briefing Information

Before permitting a person to be carried on board a CAF aircraft for the purposes authorized under the FAA exemption 6802 (or its latest revision), PICs will inform that person that the airplane holds a limited airworthiness certificate or experimental airworthiness certificate, whichever is applicable. The significance of the airworthiness certificate as compared to a standard airworthiness certificate; and the fact that the FAA has authorized this flight under a grant of exemption from the requirements of FAR 91.315, 91.319(a), 199.5(g), and 119.21(a) shall be explained to the person on board. The explanation of the significance of a limited airworthiness certificate or experimental airworthiness certificate, as appropriate, compared to a standard airworthiness certificate must include at least the following information:

The FAA has not established nor has it approved limited or experimental category airworthiness certificated aircraft manufacturing standards. In contrast, standard category airworthiness certificated aircraft are manufactured to FAA-approved standards, including standards addressing the design of the aircraft and life-limited parts.

- A **Limited** category airworthiness certificated is issued when the FAA finds the aircraft:
  - Has been previously issued a limited category type certificate and the aircraft conforms to that type certificate.
  - Is in a good state of preservation and repair and is in a safe operating condition.
- An aircraft may be issued an experimental airworthiness certificate for the purpose of exhibition when the aircraft is intended only for exhibition of the aircraft's flight capabilities, performance, or unusual characteristics at air shows, motion picture, television, and similar productions and the maintenance of exhibition flight proficiency, including (for persons exhibiting the aircraft) flying to and from such air shows and productions.
- Standard category airworthiness certificates are issued for an aircraft when the FAA finds the:
  - Aircraft has been built and maintained in accordance with that aircraft's type certification standards as established by the FAA.
  - Aircraft inspection and maintenance requirements are in compliance with the applicable FAR.

| Ihav<br>(Passenger) | ve been briefed on the subject matter above an | nd understand the material in its entirety. |
|---------------------|--|---|
| Passenger           |  | Date  |
| Print Name          | Signature                                      |   |
| Briefed by          |  | Date  |
| Print Name          | Signature                                      |   |

End Of Text

| STATE OF TEXAS   | CAF HH FORM # 2 MINOR HOLD HARMLESS  |
|--|--|
| COUNTY OF MIDLAND  | <pre>} KNOW ALL MEN BY THESE PRESENTS: }</pre>   |
|  | Please Print   |
| the American Airpower I I/we, the undersigned,   | a minor, desires to participate in Commemorative Air and/or fly in aircraft owned and/or operated by the Commemorative Air Force and Heritage Flying Museum (hereinafter collectively "the CAF") as a passenger; and the parents and/or legal guardian(s) of said minor be allowed to do so and are his release for the purpose of permitting such activity by said minor.   |
| pronouns are used below, s<br>parents and/or legal guard<br>signatures appear on this n  | and agreed that wherever the words "I" or "my" or other first person, singular such terms shall include the minor on whose behalf this release is executed and the ians of said minor, whether specifically named or not, and wherever our initials or release, the same are signed by us for ourselves individually and as parents and/or of said minor. INITIALS, parents and/or legal guardians.  |
| aircraft is purely volunta   | acknowledge that my participation in any CAF activity and flight on any CAF ry. I have not received, nor will I ever receive, any compensation of any nature or my participation in any CAF activity or flight on any CAF aircraft.  |
| aircraft, is a purely recreation with a purely recreation that the standard recrease than 40 years old. It                                   | and acknowledge that CAF activities, including without limitation, flying in CAF onal activity. CAF aircraft are vintage aircraft that are primarily of a design, type, the period approximately 1930 through 1950. Most if not all, CAF aircraft are Flying in CAF aircraft is an inherently dangerous and hazardous activity, and I is of the same, including without limitations the risks of personal injury or death.   |
|  | and acknowledge that but for my voluntary execution of this release of liability, me to participate in CAF air show activities and/or fly in CAF aircraft in any   |
| ACQUIT AND FOREVER agents, servants, employees official capacity on behalf and causes of action of any arising out of or in any wa aircraft. | nereby, for myself, my heirs, executors, administrators and assigns, RELEASE, a DISCHARGE AND HOLD HARMLESS the CAF, its administrators, officers, s, divisions, subsidiaries, related organizations and members, whether acting in an of the parties hereby released or individually, from any and all claims, demands nature whatsoever, whether in contract or in tort or under any other legal theory, y related to my participating in CAF air show activities and/or flight in any CAF |
| INITIALS   |  |
|  | (OVER)   |

PAGE 2 CAF HOLD HARMLESS AGREEMENT #2 (MINORS)

REVISED August 2013

I RECOGNIZE AND AGREE THAT THIS RELEASE IS A RELEASE OF THE CAF, ITS ADMINISTRATORS, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, DIVISIONS, SUBSIDIARIES, RELATED ORGANIZATIONS AND MEMBERS, WHETHER ACTING IN AN OFFICIAL CAPACITY ON BEHALF OF THE PARTIES HEREBY RELEASED OR INDIVIDUALLY, FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF CAF'S SOLE AND/OR COMPARATIVE NEGLIGENCE, INCLUDING ANY FUTURE SOLE AND/OR COMPARATIVE NEGLIGENCE OF CAF. I FURTHER RECOGNIZE AND AGREE THAT THIS RELEASE IS A RELEASE OF THE CAF FROM ANY CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ARISING OUT OF ANY MALFUNCTION, DESIGN DEFECT AND/OR MANUFACTURING DEFECT IN ANY EQUIPMENT OR TANGIBLE PERSONAL PROPERTY OWNED BY CAF.

In the event any suit is brought against the CAF by me or anyone acting by, through or under me, including without limitation my heirs, executors and/or statutory beneficiaries for claims arising out of any injuries or damages suffered by me, including without limitation, death, as a result of my participation in any activity that is the subject of this release, including without limitation flight in CAF aircraft, I hereby agree, for myself, my heirs, executors, administrators and assigns, to INDEMNIFY, DEFEND AND HOLD HARMLESS the CAF, its agents, servants, employees, divisions, subsidiaries, related organizations and members from any and all liability for any sums which might be payable to anyone by reason of said injuries, damages, and/or death and for the costs, including without limitation attorney's fees incurred by the CAF in defense of such lawsuit. I SPECIFICALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CAF FROM ANY LIABILITY WHATSOEVER ARISING OUT OF CAF'S SOLE AND/OR COMPARITIVE NEGLIGENCE.

I have read this release and fully understand its contents. No representation has been made to me by the CAF or anyone acting on its behalf to induce me to sign this release except as stated herein. The release contains all of the representations that have been made to me regarding the CAF's responsibility for injuries and/or death that I may suffer as a result of my participation in the activities covered by this release and/or flight in CAF aircraft. No other agreement regarding matters covered herein exists between me and the CAF or anyone acting or purporting to act on behalf of CAF except as is stated in this release. I fully recognize that by signing this release, I am releasing the CAF, and it is my intent to release the CAF, from any and all liability that may arise out of any injury and/or death that I may suffer while engaged in CAF activities or flying in CAF aircraft.

| Printed NamePARENT/LEGAL GUARDIAN/ Printed name & DATEWING OR SQUADRON   | PARTICIPANT SIGNATURE               | CADET.#        | DATE       | PARENT/LEGAL GUARDIAN/Sign DATE                          | _                     |
|--|-------------------------------------|----------------|------------|--|-----------------------|
| WING OR SQUADRON  In case of an emergency, please contact at  Witnessed by::  PRINT NAME SIGNATURE  This Hold Harmless must be witnessed by a non-flying CAF member (not on the flight manifest of the same aircraft the minor will be | Printed Name                        |                |            |  | _                     |
| Witnessed by::  PRINT NAME SIGNATURE This Hold Harmless must be witnessed by a non-flying CAF member (not on the flight manifest of the same aircraft the minor will be  | •                                   |                |            |  |                       |
| PRINT NAME SIGNATURE This Hold Harmless must be witnessed by a non-flying CAF member (not on the flight manifest of the same aircraft the minor will be  | In case of an emergency, please cor | ntact          |            | at   | -                     |
| This Hold Harmless must be witnessed by a non-flying CAF member (not on the flight manifest of the same aircraft the minor will be   | Witnessed by::                      |                |            |  | _                     |
|  | PRINT NAME                          |                |            | SIGNATURE  |                       |
| flying upon) The witness can print their name and then sign. NOTARY NOT REQUIRED.  | This Hold Harmless must be wi       | tnessed by a   | non-flying | CAF member (not on the flight manifest of the same aircr | aft the minor will be |
|  | flying upon) The witness can pr     | rint their nam | e and the  | n sign. NOTARY NOT REQUIRED.                             |                       |
|  |                                     |                |            |  |                       |
|  |                                     |                |            |  |                       |