



COMMEMORATIVE  
AIR FORCE

**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

**PLEASE PRINT**

WHEREAS, I, \_\_\_\_\_ desire to participate in Commemorative Air Force air show 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

I understand and acknowledge that my participation in any CAF activity and flight on any CAF aircraft is purely voluntary. I have not received, nor will I ever receive, any compensation of any nature whatsoever for my 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, is a purely recreational activity. CAF aircraft are vintage aircraft that are primarily of a design, type, kind or character built in the period approximately 1930 through 1950. Most if not all, CAF aircraft are more than 40 years old. Flying in CAF aircraft is an inherently dangerous and hazardous activity, and I accept the risks and hazards of the same, including without limitations the risks of personal injury or death.

\_\_\_\_ **INITIALS**

I further understand and acknowledge that but for my voluntary execution of this release of liability, the CAF would not allow me to participate in CAF air show activities and/or fly in CAF aircraft in any capacity.

Accordingly, I do hereby, for myself, my heirs, executors, administrators and assigns, RELEASE, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS 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, whether in contract or in tort or under any other legal theory, arising out of or in any way related to my participating in CAF air show activities and/or flight in any CAF aircraft.

\_\_\_\_ **INITIALS**

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.

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 \_\_\_\_\_.



### 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.

I \_\_\_\_\_ have been briefed on the subject matter above and understand the material in its entirety.  
(Passenger)

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 } KNOW ALL MEN BY THESE PRESENTS:  
}

**Please Print**

WHEREAS, \_\_\_\_\_ a minor, desires to participate in Commemorative Air Force air show 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 passenger; and I/we, the undersigned, the parents and/or legal guardian(s) of said minor be allowed to do so and are executing this release for the purpose of permitting such activity by said minor.

It is understood and agreed that wherever the words “I” or “my” or other first person, singular pronouns are used below, such terms shall include the minor on whose behalf this release is executed and the parents and/or legal guardians of said minor, whether specifically named or not, and wherever our initials or signatures appear on this release, the same are signed by us for ourselves individually and as parents and/or legal guardian(s) of said minor. \_\_\_\_\_ INITIALS, parents and/or legal guardians.

I understand and acknowledge that my participation in any CAF activity and flight on any CAF aircraft is purely voluntary. I have not received, nor will I ever receive, any compensation of any nature whatsoever for my 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, is a purely recreational activity. CAF aircraft are vintage aircraft that are primarily of a design, type, kind or character built in the period approximately 1930 through 1950. Most if not all, CAF aircraft are more than 40 years old. Flying in CAF aircraft is an inherently dangerous and hazardous activity, and I accept the risks and hazards of the same, including without limitations the risks of personal injury or death.  
\_\_\_\_\_ INITIALS

I further understand and acknowledge that but for my voluntary execution of this release of liability, the CAF would not allow me to participate in CAF air show activities and/or fly in CAF aircraft in any capacity.

Accordingly, I do hereby, for myself, my heirs, executors, administrators and assigns, RELEASE, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS 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, whether in contract or in tort or under any other legal theory, arising out of or in any way related to my participating in CAF air show activities and/or flight in any CAF aircraft.  
\_\_\_\_\_ INITIALS

(OVER)

