



## WAIVER AND RELEASE OF LIABILITY AGREEMENT

This document acknowledges the undersigned parties' agreement and the undersigned purchaser's waiver and release of liability of Van's Aircraft, Inc. arising out of the purchaser's purchase and subsequent use of any of Van's Aircraft, Inc. products or services (hereinafter products and services), including but not limited to manuals, instructions, design and engineering information, written and oral advice, and communications, parts, systems, and homebuilt, experimental aircraft kits and light sport aircraft, whether manufactured by Van's Aircraft, Inc. or others, including products Van's Aircraft, Inc. previously sold to others which were later acquired by purchaser. The undersigned purchaser understands and acknowledges that this waiver and release of liability applies to the design and engineering, manufacture, purchase, assembly, construction, and operation of said products and services or any components or systems thereof, and any products sold by Van's Aircraft, Inc. made by others. The undersigned also understands that operating homebuilt, experimental aircraft and light sport aircraft may be dangerous and may result in injury, including death and damage to or loss of property, including to said aircraft, and the undersigned assumes this risk. The undersigned also acknowledges that no representations or inducements, other than the below terms herein, have been made by anyone to the purchaser.

For and in consideration of Van's Aircraft, Inc.'s agreement to allow the purchaser to purchase products and services sold by Van's Aircraft, Inc., the purchaser voluntarily releases, discharges, waives, and relinquishes any and all actions or causes of action (known or unknown) against Van's Aircraft, Inc., its officers, agents, servants, or employees (Releasees) for personal injury, property damage or wrongful death occurring to himself/herself arising out of the use of any products and services. And the undersigned does for himself/herself, his/her heirs, next of kin, personal representatives, executors, administrators, administrators, successors, agents, assigns and insurers, release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for himself/herself or for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, prosecute, or present any claim for personal injury, property damage or wrongful death against Releasees arising out of the use of any products and services for any of said actions or causes of action, whether the same shall arise by the alleged negligence, strict liability, or breach of warranty of any of said persons or otherwise.

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT, ON HIS/HER OWN BEHALF, AND ON BEHALF OF HIS/HER HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AGENTS, ASSIGNS AND INSURERS, TO EXEMPT AND RELIEVE VAN'S AIRCRAFT, INC., ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND SUCCESSORS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY ARISING OUT OF USE OF ANY PRODUCTS AND SERVICES DESCRIBED ABOVE.

The purchaser further agrees that if anyone on his/her behalf, makes a claim or files a lawsuit against Releasees, purchaser, his heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns, and insurers, WILL INDEMNIFY, SAVE AND HOLD HARMLESS Releasees from any litigation expenses, attorney fees, loss, liability, damages, and costs and expenses that Releasees may incur as the result of such claim.

The purchaser, for himself/herself, his/her heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns, and insurers and Van's Aircraft, Inc. agree that all suits, actions, notices, claims, or legal proceedings between them, including but not limited to this agreement shall be governed only by the laws of the State of Oregon, and the parties consent to the jurisdiction of the State of Oregon only, and waive any other jurisdiction for any suit, action, notice, claim, or legal proceedings, and the parties further agree that venue of any such suit or action shall be laid in the County of Marion in the State of Oregon.

PURCHASER ACKNOWLEDGES THAT PRIOR TO SIGNING VAN'S AIRCRAFT INC. RECOMMENDED THAT PURCHASER ASK, AND GAVE PURCHASER THE CHANCE TO ASK, ANY QUESTIONS REGARDING THIS



WAIVER AND RELEASE OF LIABILITY AGREEMENT BEFORE PURCHASER SIGNED IT. PURCHASER ALSO ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS AND VOLUNTARILY CONSENTS TO AND AGREES TO BE BOUND BY THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AFTER HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF PURCHASER'S CHOICE.

I HAVE CAREFULLY READ AND UNDERSTAND AND I HAVE VOLUNTARILY SIGNED AND AGREED TO THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT

**PURCHASER:**

\_\_\_\_\_  
(Name - Please Print) (Signature) (Date)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip Code)  
(Country)

\_\_\_\_\_  
(Email) (Phone)

<i>This section to be completed by Van's Aircraft</i>		
<b>VANS AIRCRAFT, INC. BY:</b>		
(Name - Please Print)	(Signature)	(Date)
FOR MITCHELL LOCK PRESIDENT AND GENERAL MANAGER		
		Customer number assigned: _____