



## WAIVER AND RELEASE OF LIABILITY AGREEMENT

This document acknowledges the undersigned parties' agreement and the undersigned Purchaser's ("you" or "your") waiver and release of liability of Van's Aircraft, Inc. ("we," "our," or "us") arising out of your purchase and subsequent use of any of our products or services ("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 us or others, including products we previously sold to others which were later acquired by you. You understand and acknowledge that this waiver and release of liability applies to the design and engineering, manufacture, purchase, assembly, construction, and operation of products and services, or any components or systems thereof, and any products sold by us and made by others.

**Risks. Overview.** You also understand that constructing, operating and maintaining amateur-built, experimental aircraft and light sport aircraft involves risks, dangers and hazards (the "Risks") that are inherent to such activities (the "Aircraft Activities"). Participating in one or more of the Aircraft Activities may result in serious physical, mental or emotional injury, illness, disability, death, property damage (including to the aircraft) and other losses to you. The Risks include: aircraft accident; collision; equipment malfunction; material, engine or mechanical failure; fire, smoke or flame exposure; exposure to caustic, toxic or other chemicals or compounds; extreme, unfavorable or unpredictable weather conditions; defects in the aircraft, its components or systems; defects in safety equipment; negligent construction; negligent maintenance; defects in runways; interference by wildlife, other aircraft or foreign objects; fuel problems; hard or forced landing; turbulence; pilot error or negligence; passenger negligence; and negligent medical care. You acknowledge that you have read, understand and accept all of the Risks disclosed in this paragraph and elsewhere in this Agreement.

No amateur-built or experimental aircraft design of ours has ever been submitted for a type certificate; its design does not meet the requirements of Part 23 of the Federal Aviation Regulations, or any other regulatory design standard. The amateur-built/exhibition categories are anomalies in the highly regulated world of general aviation; no governmental standard exists for the design, development and testing of these aircraft.

The amateur-built category was introduced decades ago under the conditions and purpose of individual education and recreation. While the original developer chose certain design criteria and tests to satisfy itself that the product was suited for the intended purpose, development and test budgets for designers and manufacturers of amateur-built, and experimental aircraft are substantially different than those of designers and manufacturers of certified aircraft. However, accumulated airframe time and experience to date alone are the biggest factors supporting the viability of the design, when operated within the intended design limits published in the builder's manuals, service letters and / or owner/operator handbooks. Speed capabilities were important design criteria for the aircraft, and as a design compromise, aerodynamic qualities and handling are not the same as the typical civil production aircraft. Experimental amateur-built aircraft are constructed by amateurs, of various levels of skill, experience and care; and therefore, individually constructed aircraft have varying structural strength, flying characteristics and other properties. An over exuberant or inexperienced pilot may overstress an amateur-built or exhibition aircraft, resulting in structural failure or hidden damage.

**Assumption of Risk. Release. Indemnity.** You understand and acknowledge that (a) the Aircraft Activities are inherently dangerous and you voluntarily elect to participate in them, (b) participation in the Aircraft Activities is completely at your own option, and (c) you have the choice not to participate in the Aircraft Activities. You accept and assume full responsibility for any and all Risks and for any injury, illness, disability, death, property damage or other loss arising out of or resulting, in whole or in part, from your participation in the Aircraft Activities. Your assumption of risk will be effective to the maximum extent allowed by law, even if your injury, illness, disability, death, property damage or other loss is caused, in whole or in part, by the negligence of one or more of the Releasees (as defined below).



You represent, warrant and acknowledge to us that: (a) you are making the final determination that products and services are fit and safe for your operation even if you received and used information from us, (b) you will maintain, operate and use our products and services in accordance with in place equipment and liability insurance and all manufacturer specifications, FAA rules and regulations, and federal, state and local rules, (c) homebuilt, experimental aircraft and light sport aircraft from time to time fail or crash regardless of their construction, history, quality of maintenance or piloting, and (d) no representations or inducements, other than the below terms herein, have been made by anyone to you.

DEVIATION FROM THE KIT DESIGN AND SPECIFICATIONS OF AMATEUR BUILT/EXHIBITION AIRCRAFT MAY RESULT IN UNSATISFACTORY STRUCTURAL, AERODYNAMIC, CONTROL AND PERFORMANCE CHARACTERISTICS, AND MAY CREATE A RISK OF PROPERTY DAMAGE, SEVERE PERSONAL INJURY OR DEATH. You agree that all components of the aircraft not supplied by us will satisfy all requirements specified by us and the original developer in the literature and instruction manuals, specifically including requirements for engine size, weight, horsepower and make, and for propeller size, weight and make. You further agree to construct the aircraft in accordance with the techniques and procedures prescribed in the assembly manuals and supplemental instructions supplied with the kit and related option or accessory kits. Any modification or substitution by you of any component part of the aircraft kit or related option or accessory kits that is made without the written consent of us may make the aircraft unsafe, and may prevent the aircraft from receiving a government certificate of airworthiness.

For and in consideration of our agreement to allow you to purchase products and services sold by us, you voluntarily release, discharge, waive, and relinquish any and all actions or causes of action (known or unknown) against us and our officers, agents, servants, or employees (Releasees) for personal injury, property damage or wrongful death occurring to you arising out of the use of any products and services. And you for yourself, your heirs, next of kin, personal representatives, executors, administrators, administrators, successors, agents, assigns and insurers, release, waive, discharge and relinquish any action or cause of action, which may hereafter arise for you or for your estate, and agree that under no circumstances will you or your 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 such actions or causes of action, whether the same shall arise by the alleged negligence, strict liability, or breach of warranty of any Releasee or otherwise.

We are willing to negotiate other release, waiver, indemnity & hold harmless terms with you, but it is very likely that we will need to charge a materially higher price for our products and services if different terms are agreed.

BY EXECUTING THIS INSTRUMENT, YOU, ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR HEIRS, NEXT OF KIN, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AGENTS, ASSIGNS AND INSURERS, EXEMPT AND RELIEVE THE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS, EXPENSE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY TO THE EXTENT ALLOWED BY LAW ARISING OUT OF USE OF ANY PRODUCTS AND SERVICES DESCRIBED ABOVE WHETHER OR NOT YOUR PERSONAL INJURY, PROPERTY DAMAGE, LOSS, EXPENSE OR WRONGFUL DEATH IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASEES.

You agree that if anyone on your behalf makes a claim or files a lawsuit against Releasees, you, your heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns, and insurers, WILL INDEMNIFY, DEFEND, 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.

**Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If any provision cannot be enforced to the extent provided in this Agreement, it is the intent of you and us that the provision nevertheless be enforced to the extent allowed by law.



**VAN'S AIRCRAFT**  
TOTAL PERFORMANCE

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www.vansaircraft.com • info@vansaircraft.com

**Governing Law and Jurisdiction.** You, for yourself, your heirs, next of kin, personal representatives, executors, administrators, successors, agents, assigns, and insurers, and we, agree that all suits, actions, notices, claims, or legal proceedings between us, including but not limited to those arising under this Agreement, shall (a) be governed by the laws of the State of Oregon, without regard to its principles of conflicts of laws, (b) be subject to the exclusive jurisdiction of the state and federal courts located in the State of Oregon, and (c) have for their exclusive venue the state circuit court or the division of the federal district court corresponding to the County of Marion, Oregon. Notwithstanding any constitutional or other right, the parties irrevocably waive any right to a trial by jury.

[signature page follows]



YOU ACKNOWLEDGE THAT YOU MAY CHOOSE NOT TO SIGN THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, AND THAT IT AFFECTS YOUR LEGAL RIGHTS. YOU ACKNOWLEDGE THAT PRIOR TO SIGNING THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, WE RECOMMENDED THAT YOU ASK, AND GAVE YOU THE CHANCE TO ASK, ANY QUESTIONS REGARDING THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND VOLUNTARILY CONSENT TO AND AGREE TO BE BOUND BY THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AFTER HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF YOUR CHOICE.

**PURCHASER**

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(Name - Please Print)

\_\_\_\_\_  
(Signature)

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(Date)

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(Address)

\_\_\_\_\_  
(City)  
(Country)

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(State / Province)

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(Zip Code)

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(Email)

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(Phone)

**To be completed by Van's Aircraft:**

**VANS AIRCRAFT, INC. BY**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

FOR  
RIAN JOHNSON  
CTO / VP of ENGINEERING

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Customer number assigned: \_\_\_\_\_