

LIABILITY RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION

This Liability Release, Assumption of Risk, and Indemnification Agreement ("Agreement") is executed by the undersigned individual ("Racer") as a condition of participation in the Air Race Classic and any related ARC-sponsored activities, events, inspections, briefings, ceremonies, media activities, or other events (collectively, "ARC Events").

1. Definitions.

(a) "ARC" means Air Race Classic, Inc., and its officers, directors, employees, agents, volunteers, committees, officials, and affiliated organizations.

(b) "Released Parties" means ARC and its past, present, and future officers, directors, employees, agents, volunteers, committee members, race officials, contractors, and affiliated organizations, together with each airport, airport authority, airport sponsor, municipality, governmental entity, fixed-base operator, or other property owner or operator that hosts, supports, permits, or facilitates any portion of the Air Race Classic or any ARC Event (including without limitation the Start Airport, Terminus Airport, and any interim stop, diversion, or alternate airport), and each of their respective officers, directors, employees, agents, and volunteers.

2. Assumption of Risk.

I acknowledge and understand that participation in ARC Events involves inherent and significant risks, including but not limited to risks associated with aviation operations, competitive flight, weather conditions, navigation, aircraft performance, mechanical failure, pilot judgment, air traffic control interactions, proximity operations, ground operations, and airport environments, which may result in serious bodily injury, death, or property damage.

I knowingly and voluntarily assume all such risks, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by law.

3. Release of Liability.

To the fullest extent permitted by law, I, for myself and my heirs, assigns, and personal representatives, hereby release, waive, and forever discharge the Released Parties from any and all claims, demands, causes of action, damages, losses, liabilities, or expenses, whether known or unknown, arising out of or related to my participation in any ARC Event, including claims based on the ordinary negligence of the Released Parties.

This release does not apply to claims finally determined by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of a Released Party where such release is prohibited by applicable law.

4. Indemnification; Defense; Hold Harmless.

To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, liabilities, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or related to my participation in any ARC Event, my acts or omissions, or claims brought by or on behalf of my estate, family members, insurers, or third parties, except to the extent a court of competent jurisdiction finally determines that such claim was caused by the gross negligence or willful misconduct of a Released Party where indemnification is prohibited by law.

I expressly waive any rights of subrogation against the Released Parties.

5. Operational Responsibility; Independent Judgment.

I acknowledge that I am solely responsible for all operational decisions related to aircraft operation and safety, and that any information provided by ARC is not a substitute for my independent judgment.

10. Governing Law; Venue; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict-of-law principles. Exclusive venue and jurisdiction for any action or proceeding arising out of or relating to this Agreement or any ARC Event shall lie in the courts specified in ARC's Registration Terms and Conditions.

If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

11. Racer Signature.

Date: _____

Printed Name: _____

Signature: _____

Classic Racer # (if known): _____