

EAA® SPORTAIR® ONLINE WORKSHOPS

PARTICIPANT'S AND MINOR PARTICIPANT'S AGREEMENT TO WAIVE LIABILITY, ASSUME RISK, HOLD HARMLESS, AND INDEMNIFY

As part of the consideration for being able to receive online instruction by Experimental Aircraft Association, Inc. ("EAA") through an EAA SportAir Online Workshop (the "Online Workshop"), I, as the individual accessing the Online Workshop or allowing the Minor Participant (as defined below) to access the Online Workshop, knowingly and voluntarily agree, either on behalf of myself or on behalf of the Minor Participant, to all of the terms, conditions and provisions set forth herein. My access and use of the Online Workshop, or the Minor Participant's access and use of the Online Workshop, as applicable, constitutes my irrevocable acceptance of this Agreement.

I am aware of and understand the following:

1. Participation in an Online Workshop requires the use and operation of tools and equipment that I may be unfamiliar with and involves risks. Serious injury or death can result from many causes including, without limitation: (a) sparks or foreign objects in the eye(s); (b) inhalation of chemicals or epoxies; (c) minor or major burns from hot metal, sparks, or hot wires; (d) cuts, scratches, lacerations or punctures wounds; (e) shock or electrocution; (f) muscle injuries; and (g) traumatic injury due to inherent dangers of working in a hands-on workshop. Some of these risks are increased by a lack of experience using the specific tool or equipment and/or a lack of training in a related field. Injuries sustained could be minor such as cuts or bruises, major such as eye injuries, or catastrophic such as the loss of a limb, severe burns, or death.
2. The instructors endeavor to teach the proper safety protocols for the tools and equipment used, however, live instruction and supervision is not provided and so situation specific corrections or warnings is impossible.
3. All information provided at an Online Workshop is supplementary and for educational purposes only. The information and/or materials provided may include technical, typographical, or photographic errors. EAA does not guarantee the accuracy or completeness of any information provided in connection with any Online Workshop.
4. EAA is not responsible for any errors or omissions or for the results obtained from the use of the materials or information provided at an Online Workshop. The use of any materials or information provided or obtained through an Online Workshop is strictly at my own risk and I am solely responsible for any damage that results from the use of such materials or information.

Assumption of Risk, Agreement to Waive Liability and Not to Sue. To the fullest extent permitted by law, I (for myself, my spouse, heirs, family members, issue, personal representatives, executors, administrators, assigns, agents, and any other person or entity claiming through me) hereby: (1) assume all risks and full responsibility for the risks outlined herein related to my participation in the Online Workshop; and (2) fully release, discharge and agree not to sue: (a) Experimental Aircraft Association, Inc.; (b) EAA Aviation Foundation, Inc.; (c) the officers, directors, members, employees, agents, divisions, affiliates, insurers, and volunteers of each of those corporations; and (d) any instructor (and their respective estates, heirs, family members, and personal representatives) under contract with EAA as part of the Online Workshop (collectively, the "Releasees") for any and all claims, causes of action, injury, harm, or death arising out of or related to, whether directly or indirectly, and whether in whole or in part, the risks described herein. This release, discharge, and agreement not to sue applies to all legal rights, including those resulting from any negligence of Releasees.

Indemnification and Hold Harmless. To the fullest extent permitted by law, I agree to fully indemnify and hold the Releasees completely harmless from and against, without limitation, any and all claims, actions, suits, proceedings, expenses, costs, debts, damages, and liabilities, including actual attorney's fees, incurred, brought, or threatened as a result of, or arising out of, whether directly or indirectly, and whether in whole or in part, my participation in the Online Workshop. This duty to indemnify and hold the Releasees harmless applies even if any of the Releasees is negligent.

Consent and Fitness. I am at least 18 years old (or, 19 years old if a resident of Alabama or Nebraska, 21 years old if a resident of Mississippi) and know how to read and understand the English language sufficiently to fully understand this Agreement and appreciate its nature and consequences. I acknowledge that participation in the Online Workshop involves risks and I am voluntarily participating in the Online Workshop with full knowledge of those risks. I represent and warrant that I am sufficiently healthy and fit to participate in the Online Workshop and, to the best of my knowledge, I do not have any physical infirmity or chronic ailment or injury of any nature that would limit or impair my ability to participate in the Online Workshop or that would render my participation in the Online Workshop unsafe.

Legal Advice. I know that I can talk to my legal advisor about this Agreement, and I have either done so or have chosen not to.

Choice of Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Wisconsin. Any claim, suit, or action arising under or related to this Agreement or the subject matter hereof, whether directly or indirectly, and whether in whole or in part, shall be brought in the Winnebago County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

NOTWITHSTANDING THE FOREGOING, THIS AGREEMENT DOES NOT RELEASE, NOR REQUIRE THE UNDERSIGNED TO INDEMNIFY THE RELEASEES FROM, ANY CLAIMS, ACTIONS, SUITS, PROCEEDINGS, EXPENSES, COSTS, DEBTS, DAMAGES, AND LIABILITIES, ARISING OUT OF OR RELATED TO, WHETHER IN WHOLE OR IN PART, AND WHETHER DIRECTLY OR INDIRECTLY, THE RELEASEES OWN RECKLESS OR INTENTIONALLY TORTIOUS CONDUCT. IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED THAT THIS AGREEMENT IS NOT INTENDED TO, AND DOES NOT, ALTER, AMEND, MODIFY, CHANGE, EXTINGUISH, ABROGATE, OR SUPERSEDE ANY PROTECTIONS, DEFENSES, IMMUNITIES, AND RIGHTS AVAILABLE TO THE RELEASEES AT LAW, IN EQUITY, OR OTHERWISE.

IT IS FURTHER UNDERSTOOD AND ACKNOWLEDGED THAT THE TERMS AND PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO FURTHER NEGOTIATION AND BARGAINING AT THE REQUEST OF THE UNDERSIGNED AND THAT ANY SUCH REQUEST FOR MODIFICATION OR ALTERATION OF THE TERMS OR PROVISIONS OF THIS AGREEMENT SHOULD BE DIRECTED TO EAA'S ONLINE WORKSHOP TEAM AT (800) 564-6322.

IMPORTANT: BEFORE ACCESSING THE ONLINE WORKSHOP, CAREFULLY READ THIS ENTIRE AGREEMENT.

By accessing the Online Workshop and thereby entering into this Agreement, you are voluntarily giving up legal rights and providing an unconditional release of all liability to the greatest extent allowed by law. If any part of this Agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this Agreement, you should NOT access the Online Workshop.

IF THE PARTICIPANT IS A MINOR WHO IS UNDER THE AGE OF 18 (OR, 19 YEARS OLD IF A RESIDENT OF ALABAMA OR NEBRASKA, 21 YEARS OLD IF A RESIDENT OF MISSISSIPPI):

I AM THE PARENT OR LEGAL GUARDIAN OF THE "MINOR PARTICIPANT" ACCESSING THE ONLINE WORKSHOP. I HAVE AUTHORITY TO ACT FOR, AND ON BEHALF OF, THE MINOR PARTICIPANT. I HAVE READ ALL OF THE TERMS AND PROVISIONS OF THE AGREEMENT ABOVE AND HAVE DIRECTED THE MINOR PARTICIPANT TO DO SO AS WELL. I UNDERSTAND THE TERMS AND PROVISIONS OF THE AGREEMENT. ON BEHALF OF THE MINOR PARTICIPANT, I AM ENTERING INTO THIS AGREEMENT AND HEREBY ACKNOWLEDGE, CONSENT, AND AGREE THAT THE TERMS AND PROVISIONS OF THE AGREEMENT SHALL BE BINDING UPON THE MINOR PARTICIPANT TO THE SAME EXTENT, AND WITH THE SAME EFFECT, AS IF THE MINOR PARTICIPANT WAS EIGHTEEN (18) YEARS OLD (OR, NINETEEN (19) YEARS OLD IF A RESIDENT OF ALABAMA OR NEBRASKA, TWENTY-ONE (21) YEARS OLD IF A RESIDENT OF MISSISSIPPI) AND THE MINOR PARTICIPANT WAS KNOWINGLY AND VOLUNTARILY ENTERING INTO THE AGREEMENT ON BEHALF OF HIMSELF OR HERSELF.