

RELEASE, WAIVER & HOLD HARMLESS

IMPORTANT NOTICE: READ CAREFULLY BEFORE SIGNING. YOU WILL BE GIVING UP IMPORTANT LEGAL RIGHTS OR CLAIMS BY SIGNING THIS DOCUMENT IF INJURY AND/OR DEATH OR DAMAGE OCCURS IN CONNECTION WITH THE OPERATION OF THE AIRCRAFT, AIRCRAFT KIT, ENGINE, PARTS, SERVICE OR INSTRUCTION (THE "PRODUCTS") PURCHASED.

THE UNDERSIGNED COMPETENT ADULT(S) ("YOU") HEREBY ACKNOWLEDGE THAT YOU AND/OR YOUR SPOUSE HAS OR WILL PURCHASE PRODUCTS FROM JABIRU AIRCRAFT PTY LTD, JABIRU USA SPORT AIRCRAFT, LLC ("JABIRU USA") OR ITS AUTHORIZED OEM DEALER (HEREINAFTER "SELLER(S)") OF HIS OWN FREE WILL, WITH THE INTENTION OF BUILDING, ASSEMBLING, REPAIRING AND OPERATING AN AIRCRAFT, AND FLYING IT FOR EDUCATIONAL, SPORT AND PERSONAL PLEASURE IN THE EXPERIMENTAL, ULTRALIGHT OR LIGHT SPORT PLANE CATEGORIES. YOU ARE THE FINAL AUTHORITY ON THE SUITABILITY OF THE PRODUCTS FOR YOUR USE IN THE AIRCRAFT.

YOU UNDERSTAND THAT FLYING ANY AIRCRAFT, INCLUDING EXPERIMENTAL, ULTRALIGHT AND LIGHT SPORT AIRCRAFT, INVOLVES RISK OF SERIOUS PERSONAL INJURY AND EVEN DEATH. THE RISK OF SERIOUS INJURY AND DEATH ALWAYS EXISTS DISPIE PROPER FLIGHT TRAINING AND DISPIE PROPERLY DESIGNED, MANUFACTURED, CONSTRUCTED AND MAINTAINED AIRCRAFT.

DANGER: SELLER RECOMMENDS THAT ALL PERSONS OPERATING ANY EXPERIMENTAL, ULTRALIGHT OR LIGHT SPORT AIRCRAFT HAVE THE REQUIRED PILOTS LICENSE AND MEDICAL CERTIFICATE WITH COMPLETE AIRCRAFT TRAINING, IN TYPE, FROM A CERTIFIED INSTRUCTOR. THE AIRCRAFT MUST BE BUILT, REPAIRED, MAINTAINED AND OPERATED IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS.

YOU UNDERSTAND SELLER WILL NOT SELL YOU ANY AIRCRAFT, AIRCRAFT KIT, PARTS, SERVICE OR ENGINE UNLESS YOU FREELY ACKNOWLEDGE THE RISK INVOLVED AND KNOWINGLY RELEASE THE SELLER AND MANUFACTURER FROM ANY AND ALL CLAIMS THAT YOU AND/OR YOUR SPOUSE MIGHT ASSERT ON ANY THEORY OF LAW INCLUDING BUT NOT LIMITED TO NEGLIGENCE, IMPROPER INSTRUCTION, IMPROPER INSTALLATION, OR DEFECTIVE AIRCRAFT, KIT, ENGINE OR PARTS.

IN CONSIDERATION OF SELLING YOU THE PRODUCTS, YOU FREELY AND VOLUNTARILY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE SELLERS AND MANUFACTURER, THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS WHICH YOU, OR ANYONE ELSE CLAIMING THROUGH YOU, MIGHT HAVE FOR PROPERTY DAMAGE AND FOR PERSONAL INJURIES OR DEATH SUFFERED AS A RESULT OF YOUR PURCHASE OF THE PRODUCTS FROM THE SELLER AND/OR DURING YOUR ATTEMPT TO BUILD, RIDE, FLY, OR OTHERWISE OPERATE OR SELL ANY AIRCRAFT MADE WITH OR FROM SELLER PRODUCTS.

YOU UNDERSTAND AND AGREE THAT BECAUSE OF THE EXPERIMENTAL NATURE OF THE PRODUCTS PURCHASED FROM SELLER AND MANUFACTURER THAT NO EXPRESSED OR IMPLIED WARRANTIES ACCOMPANY SUCH PRODUCTS. BY SIGNING THIS RELEASE AND WAIVER, YOU AGREE TO ASSUME ALL THE RISKS ASSOCIATED WITH THE USE OF SUCH PRODUCTS AND TO INDEMNIFY AND HOLD SELLERS HARMLESS FROM ALL SUCH CLAIMS.

INJURY OR DEATH MAY RESULT FROM THE CONSTRUCTION AND OPERATION OF AIRCRAFT. YOU ARE MAKING THE FINAL DETERMINATION THAT PRODUCTS PURCHASED AND INSTALLED ARE FIT AND SAFE FOR YOUR CONSTRUCTION AND OPERATION EVEN IF YOU RECEIVED AND USED INFORMATION FROM SELLERS FOR YOUR INSTALLATION. YOU AGREE THAT SELLERS HAVE MADE NO REPRESENTATION OR PROMISE UPON WHICH YOU HAVE RELIED THAT YOU WILL BE SUCCESSFUL IN SAFELY BUILDING OR SAFELY FLYING THE PRODUCTS YOU HAVE PURCHASED. YOU AGREE THAT THIS ENTIRE AGREEMENT, TOGETHER WITH THE TERMS OF THE PURCHASE AGREEMENT, LIMITED MANUFACTURER WARRANTY, AND SHIPPING/ORDER POLICY SHALL BE BINDING ON MY ESTATE, PERSONAL REPRESENTATIVES, HEIRS, ASSIGNS AND TRANSFEREES.

I have carefully read and considered the terms and provisions of this Release, Waiver & Hold Harmless, and accept all provisions as stated herein, and make this Release, Waiver & Hold Harmless a part of every purchase from Sellers now and in the future. You are authorized to make this document public at any time.

Date: _____ Signed: _____
YOU
Date: _____ Signed: _____
YOUR SPOUSE

Please Print your Name, address, telephone and e-mail here:

