

Date: _____

4. COVENANT NOT TO SUE. Passenger (and Parent/Guardian) agrees and covenants on behalf of themselves, their children, and any minor for whom they are guardian, that they will never directly or indirectly institute any legal, equitable, or other action, complaint, or other legal proceeding against Bigfoot and all other Releasees, or in any manner assert any further claim or demand against Bigfoot and all other Releasees, arising from or pertaining to the condition, use, and/or operation of the above-referenced Flight and any other equipment or services received and/or obtained from Bigfoot. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that Passenger (and Parent/Guardian) does not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

5. INDEMNIFICATION. Passenger (and Parent/Guardian) shall defend, indemnify, and hold harmless (by counsel reasonably acceptable to the indemnitee(s)) Bigfoot and all other Releasees from and against any and all claims, liabilities, penalties, losses, or expenses, including attorneys' fees, arising out of or relating to injury or death to any person or damage to any property whatsoever arising out of or relating to, in whole or in part, the use and/or operation of the above-referenced Flight and/or any equipment received or obtained from Bigfoot. Passenger (and Parent/Guardian) shall likewise indemnify Bigfoot and all other Releasees, against any losses, costs, or expenses, including attorneys' fees, resulting from a breach of this agreement.

6. NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY NO INSURANCE PROVIDED. Bigfoot makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality of the Flight. Passenger (and Parent/Guardian) hereby acknowledge(s) that the Flight and aircraft (including helicopter) operation is a dangerous activity with a risk of serious bodily injury passengers, or others. Bigfoot strongly urges Passenger to have medical insurance prior to engaging in this activity. Bigfoot does not provide medical insurance. Serious injuries and death can be financially devastating, so Passengers should take all precautions before agreeing to go on a Flight. All signatories to this agreement personally accept all risks and liabilities of this activity. Each signatory below understands that by executing this agreement they are giving up important legal rights, they are willingly and intentionally doing so in good faith, and they are fully releasing Bigfoot from any liability whatsoever.

7. PARTIAL INVALIDITY / CHOICE OF LAW. Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this agreement shall remain in effect. This Rental Agreement and Waiver of Liability shall be governed and construed in accordance with the laws of the state of Oregon.

8. EXPENSES OF ENFORCEMENT. In the event of any legal action with respect to this agreement, the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses incurred in pursuit thereof.

9. ENTIRE AGREEMENT. This Agreement and Waiver constitutes the entire agreement between the parties. No provision can be modified or rescinded unless in writing and signed by an authorized corporate representative of Bigfoot.

10. CONSENT FOR MINOR. Any person signing below and indicating that they are the LEGAL parent or guardian for a minor(s) hereby agrees that such minor will be bound by the terms of this Agreement. Said parent or guardian agrees to be personally responsible for such minor following and abiding by the terms of this agreement, and shall be jointly and severally liable for the minor's obligations under this Agreement.

Passenger Initials: _____; Parent Guardian Initials: _____

BIGFOOT HELICOPTERS – RELEASE AND WAIVER

Date: _____

11. FITNESS. Passenger (and Parent/Guardian) warrant for themselves and any minor for whom they are the Parent/Guardian that Passenger is in the necessary physical and mental condition to be a Passenger on the Flight with Bigfoot, and that Passenger (and Parent/Guardian) affirm that they are unaware of any medical or other reason which would prevent Passenger's participation in this activity.

12. JOINT AND SEVERAL LIABILITY / USE OF TERMS. In the event this Agreement is signed by both Passenger and a Parent/Guardian, then each of the undersigned shall be jointly, severally, and individually liable for all obligations, agreements, and promises of the undersigned herein. As used in this agreement, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neutral genders shall each include the others as the context requires

*******I / WE AGREE IN FULL TO THE FOREGOING *******

PASSENGER

Signature: _____ Date: _____

Printed Name: _____ D/O/B: _____

Driver's License/ID No. and State: _____

AUTHORIZATION OF PARENT/GUARDIAN FOR MINOR

Signature: _____ Date: _____

Printed Name: _____ D/O/B: _____

Driver's License/ID No. and State: _____

Relationship to Minor: _____

Passenger Initials: _____; Parent Guardian Initials: _____