Twin Oaks Aircraft Rental

Passenger Liability Release and Assumption of Risk

THIS IS A LEGAL LIABILITY RELEASE RIDER
READ CAREFULLY BEFORE SIGNING

This Passenger Liability Release and Assumption of Risk Form ("Release") is executed by the undersigned passenger (and, if applicable, the parent or legal guardian of a passenger who is a minor) ("Passenger") in favor of Northwest Wings, LLC dba Twin Oaks Aircraft Rental, its owners, officers, employees, agents, independent contractors, and affiliates (collectively, "Twin Oaks")

1. VOLUNTARY FLIGHT AND ACKNOWLEDGMENT OF RISK

1.1. Nature of Flight: The Passenger acknowledges that they are participating in a flight operation onboard an aircraft owned, operated, or leased by Twin Oaks as a guest or passenger of the pilot-in-command (the "Pilot").

1.2. Inherent Risks of Aviation: The Passenger fully understands that general aviation and flight operations involve inherent risks, dangers, and hazards. These risks include, but are not limited to: mechanical failures, structural damage, severe weather, changing flight visibility, air turbulence, pilot error, airport terrain hazards, and accidents during takeoff, flight, or landing.

1.3. Severe Injury or Death: The Passenger recognizes that these inherent hazards can result in severe physical injury, permanent disability, paralysis, psychological trauma, or death, as well as catastrophic damage to personal property

1.4. Voluntary Participation: Knowing and fully appreciating these risks, the Passenger explicitly chooses to board the aircraft and assumes all operational and medical risks associated with the flight.

2. COMPREHENSIVE RELEASE OF LIABILITY AND HOLD HARMLESS

2.1. Waiver of Claims: The Passenger, on behalf of themselves, their heirs, executors, administrators, and personal estate, hereby expressly waives, releases, and discharges Twin Oaks from any and all claims, demands, actions, suits, or liabilities for personal injury, illness, disability, death, or property damage sustained during or as a result of the flight operation.

2.2. Application to Negligence: This comprehensive release applies to all claims, including those based on the ordinary negligence of Twin Oaks, whether related to aircraft maintenance, pilot dispatch, facility conditions, ground handling, or any operational oversight.

2.3. Indemnification Agreement: The Passenger agrees to defend, indemnify, and hold Twin Oaks harmless from any financial losses, damages, court costs, including expert fees and other litigation costs, and reasonable attorney fees arising out of any lawsuit, claim, or demand brought against Twin Oaks by the Passenger or any third party on the Passenger's behalf.

3. MEDICAL STATUS AND AUTHORIZATION

3.1. Fitness for Flight: The Passenger certifies that they do not possess any physical or mental medical conditions (such as severe cardiovascular issues, advanced pregnancy constraints, or severe inner-ear imbalances) that would make flight safety or cabin environments hazardous to their health.

3.2. Emergency Treatment Consent: In the event of an in-flight medical emergency or accident, the Passenger hereby authorizes the Pilot or Twin Oaks personnel to secure necessary emergency medical treatment, transport, or hospitalization at the Passenger's sole financial expense.

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(*initial*)

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4. LEGAL GOVERNANCE AND VENUE SELECTION

4.1. Governing Law, Jurisdiction, and Venue: This Release shall be construed, interpreted, and governed strictly according to the laws of the State of Oregon, without regard to conflict of law principles. The Passenger explicitly agrees that any legal suit, action, or proceeding arising out of or relating to this flight must be instituted exclusively in the state or federal courts located in Washington County, Oregon. The Passenger irrevocably submits to the exclusive jurisdiction of such courts and waives any objection based on improper venue or inconvenient forum.

4.2. Severability: If any single provision or sub-clause of this document is declared invalid or unenforceable by a court of competent jurisdiction, that specific provision shall be severed, and the remaining legal covenants shall remain in full enforceable effect.

5. PASSENGER ACKNOWLEDGMENT AND WARNING

BY SIGNING BELOW, YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OF AGE, THAT YOU HAVE READ AND COMPLETELY UNDERSTAND THIS DOCUMENT, AND THAT YOU ARE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TWIN OAKS AIRCRAFT RENTAL FOR NEGLIGENCE.

PASSENGER	**PARENT / LEGAL GUARDIAN (If Passenger is a Minor)**
(Date)	(Date)
(Signature)	(Signature)
(Name)	(Name)
(Address)	(Address)
(Phone Number)	(Phone Number)
(Emergency Contact Name / Phone #)	(Emergency Contact Name / Phone #)

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(*initial*)