

# **AERO ANGEL LLC**

## **Aircraft Rental and Instruction Waiver and Release of Liability**

Location: Falcon Field Airport (KFFZ), Mesa, Arizona

Company: Aero Angel LLC

Aircraft Covered: Cessna 150-F (N8031F), Beechcraft Bonanza (N5876S)

### **1. Purpose**

This document serves as a legal waiver, release of liability, and assumption of risk agreement between Aero Angel LLC ('Company') and the undersigned renter or student pilot ('Participant') who rents or receives flight instruction in any aircraft operated by the Company under 14 CFR Part 61. By signing below, the Participant acknowledges and accepts all terms and conditions contained herein as a prerequisite to any aircraft rental, flight instruction, or related activity.

### **2. Acknowledgment and Assumption of Risk**

Flying, training, and operating aircraft inherently involve significant risks, including mechanical failure, pilot error, weather, collision, and other unforeseen hazards that could result in property damage, serious injury, or death. The Participant acknowledges full awareness of these risks and voluntarily assumes all responsibility for any and all consequences arising from participation.

### **3. Release and Waiver of Liability**

To the fullest extent permitted by law, the Participant hereby releases, waives, and discharges Aero Angel LLC, its owners, officers, instructors, agents, employees, and affiliates from any and all claims, demands, or causes of action arising from or in any way connected with the use, rental, or instruction involving Company aircraft, including negligence.

### **4. Indemnification and Hold Harmless**

The Participant agrees to indemnify and hold harmless Aero Angel LLC, its agents, employees, and representatives from any loss, liability, damage, or cost, including attorney's fees, arising out of or related to the Participant's actions, operation, or use of Company aircraft.

### **5. Damage Responsibility**

Aero Angel LLC maintains a commercial aircraft insurance policy that provides hull coverage for the aircraft listed above. This policy does not cover damage resulting from reckless, wanton, or intentional acts by the Participant. The Participant agrees to be financially responsible for any damages resulting from such acts, including but not limited to exceeding aircraft limitations, performing unauthorized maneuvers, negligent ground handling, or grossly negligent acts.

### **6. Insurance Disclosure and Recommendation**

Aero Angel LLC maintains a commercial policy covering hull value and general liability for authorized use. However, this policy may not protect the Participant from personal liability or deductible exposure. Participants are strongly encouraged to obtain AOPA Renters Insurance ([www.aopaia.com/renters](http://www.aopaia.com/renters)), available for approximately \$95 per year.

## **7. Student Operational Limitations**

The student agrees not to operate Aero Angel LLC aircraft if any of the following conditions exist:

- A. They have not been authorized by their CFI or have not received clearance from the airport control tower.
- B. The winds are in excess of 13 knots crosswind component on the ground.
- C. The plane has any instruments behaving abnormally, including if any instruments indicate a color other than green during taxi or takeoff.
- D. They start an engine without approval from Aero Angel LLC personnel and without completing all checklist items, including announcing warnings to clear the area.

## **8. Minors and Legal Guardians**

If the Participant is under 18 years of age, a parent or legal guardian must review and sign this waiver. By signing, the guardian acknowledges full understanding and acceptance of all terms and responsibilities.

## **9. Agreement to Arbitration**

Trainee acknowledges that this agreement and Aero Angel LLC flight training involve activities and transactions involving interstate commerce and agrees that this Agreement is to be governed by the Federal Arbitration Act. Trainee agrees that any claim, dispute, or controversy (including the enforceability of this Arbitration Agreement) shall be resolved by binding arbitration under the Federal Arbitration Act in Phoenix, Arizona, or such other location as the parties may agree upon. In the event that either party brings a lawsuit in violation of this arbitration provision, the violating party shall be responsible for all legal fees and costs of the non-violating party.

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## **10. Governing Law**

This agreement shall be governed by, and construed under, the laws of the State of Arizona, with venue in Maricopa County.

## **11. Severability**

If any portion of this document is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **12. Acknowledgment and Certification**

By signing below, the Participant certifies they have read and understood this Waiver and Release in its entirety, sign voluntarily, and affirm that they will comply with all FAA regulations and Aero

Angel LLC policies.

### **13. Compliance with FAA Regulations and Company Policies**

The Participant agrees to strictly comply with all applicable Federal Aviation Regulations (FARs), Aero Angel LLC operating procedures, and all local, state, and airport rules. Failure to comply may result in termination of privileges, financial responsibility for damages, or FAA reporting. The Participant is solely responsible for ensuring legal and safe operation of the aircraft.

<b>Participant Information</b>	
Name:	_____
Address:	_____
Phone:	_____
Email:	_____
Pilot Certificate # (If none, write 'N/A'):	_____
Date of Birth:	_____

- I acknowledge that I have read and understood this waiver in full.
- I acknowledge that I have been advised to obtain AOPA Renters Insurance.
- I agree to comply with all applicable FAA regulations and Aero Angel LLC policies.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If under 18:**

**Parent/Legal Guardian Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Aero Angel LLC Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I have read and understand the Aero Angel LLC Student Agreement. I also understand that my signature attests to the fact that I have a copy of the approved agreement for the course in which I am enrolled. I agree to comply fully with its contents.