



**COMPLETE THIS COMPUTER WRITABLE .PDF FORM BY FILLING OUT ALL BLUE FILEDS. Save file as <child's full name C4K Waiver>**  
**ATTACH COMPLETED FORM TO AN EMAIL AND SEND IT TO:**  
**c4k@kelownaflyingclub.com**

**NOTE:** Each child flying needs a separate Waiver Form. Parents/guardians will sign these forms at registration at YLW. Bring spare copies of your forms with you as back-up. Thank You.

**Participant:** Please complete both sides of this form and give it to your volunteer pilot. [two pages]

**Parent or guardian:** Please read and sign the agreement form (on the reverse side), before the flight at YLW.

| PARTICIPANT REGISTRATION (Please Print)  |  |   |                 |  |      |
|--|--|---|-----------------|--|------|
| Last Name of Participant:  |  |   | First Name:     |  | Age: |
| Address:   |  |   |                 |  |      |
| City:  |  | Province:   |                 | Postal Code:   |      |
| Telephone:   |  |   | E-mail address: |  |      |
| Have you Participated Before? Yes <input type="checkbox"/> No <input type="checkbox"/> |  | How did you find out about the COPA For Kids Aviation Program?: |                 | Community Paper <input type="checkbox"/>               |      |
|  |  |   |                 | COPA Flight Advertising <input type="checkbox"/>       |      |
|  |  |   |                 | Heard it from a friend/parent <input type="checkbox"/> |      |
|  |  |   |                 | School <input type="checkbox"/>                        |      |
|  |  |   |                 | Internet <input type="checkbox"/>                      |      |

## WAIVER

**Release of liability, waiver of claims, assumption of risks and indemnity agreement**

By signing this document you will waive certain legal rights, including the right to sue or claim compensation

**Please read carefully!**

Initial

The young person identified below wants to take part in the Canadian Owners and Pilots Association ("COPA") for Kids Aviation Program ("Program"), offered by. As part of the Program, the young person may ride in an aircraft. The Program is conducted by volunteer COPA member pilots who are licensed by the Department of Transport, Transport Canada ("TC"). These volunteer pilots fly a wide variety of aircraft that are also licensed by TC. I am the young person's parent or legal guardian and I represent and warrant that I have the authority to enter into this Agreement to Waive Liability, Covenant Not to Sue, Assume Risk and Indemnity ("Agreement") on their behalf. In exchange for being allowed to take part in the Program, the young person and I agree as follows:

**AGREEMENT TO WAIVE LIABILITY** | The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives and assigns), release and forever discharge COPA, A1G Insurance Company of Canada, and their respective officers, directors, members, chapters, employees,

agents, divisions, affiliates, volunteers, sponsors, insurance brokers and insurers (including pilots, owners and operators of aircraft used in the COPA for Kids Aviation Program) ("**Representatives**" and individually a "**Representative**"). jointly and severally, from any and all claims against one or more of COPA, AIG Insurance Company of Canada, and Representatives (including, but not limited to, claims for any injury or death) arising from the young person's participation in the Program, from my participation in the Program, or both. It is hereby agreed and understood that AIG Insurance Company of Canada is only a financial sponsor of the Program. AIG Insurance Company of Canada does not have any input or control over the operation or conduct of either COPA or the Program. This waiver, release, and discharge applies to all legal rights, including those resulting from any negligence of one or more of COPA, AIG Insurance Company of Canada, and any Representative, unless such rights result from the willful misconduct of COPA in which case the waiver, release, and discharge will not apply to COPA.



# WAIVER

(page 2)

**COVENANT NOT TO SUE** | The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives, and assigns), hereby covenant and agree not to sue one or more of COPA, AIG Insurance Company of Canada, and the Representatives, jointly and severally, for any claims (including, but not limited to, claims for injury or death) arising from the young person's participation, my participation, or both, in the Program. This covenant not to sue applies to all legal rights, including those resulting from any negligence of one or more of COPA, AIG Insurance Company of Canada, and the Representatives, unless such rights result from the willful misconduct of COPA in which case the covenant not to sue will not apply to COPA

**ASSUMPTION OF RISK** | We understand and confirm that flying in aircraft and being around aircraft involves risks. Serious injury or death can result from many causes, including aircraft crashes, falls, pilot error, ground crew error, engine or mechanical failure, negligent maintenance, defects in runways, interference by birds and other objects, weather conditions, contaminated fuel, or hard or forced landings. Injuries could be minor such as bruises, scratches and sprains; major such as eye injuries, broken bones and concussions; or catastrophic such as one or more of paralysis, severe burns, and death. If the young person is old enough to understand these risks, I have explained such risks to him or her.

**The young person and I, in my own right and as parent or guardian (for ourselves, our heirs, family members, personal representatives, and assigns), assume all risks and full responsibility for any injury or death arising from taking part in the Program.**

## INDEMNITY AGREEMENT OF PARENT / GUARDIAN

**I DECLARE THAT** I am the parent or lawful guardian of the Participant and, as such, **I AGREE TO HOLD HARMLESS AND INDEMNIFY COPA, AIG Insurance Company of Canada and the Representatives** from any and all liability for any damage to property of or personal injury to the Participant or any third party resulting from the Participant's participation in the COPA for Kids Aviation Program.COPA

**I AGREE AND ACKNOWLEDGE** that in the event this Release Agreement is not enforceable against the Participant, I will indemnify COPA, AIG Insurance Company of Canada and the Representatives from and for any and all expenses, including but not limited to legal costs, disbursements and payments made pursuant to a settlement or judgment, incurred in connection with the Participant's participation in the COPA for Kids Aviation Program.

Initial

**PUBLICATION RELEASE:** I give permission for my child's image to be photographed and filmed for the purpose of being published and/or broadcast on-line for promotional purposes.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and I hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

I acknowledge that I am entering into this Agreement voluntarily and that in entering into this Agreement, I am not relying on any oral or written representations made by COPA or Representatives with respect to the safety of participating in the COPA for Kids Aviation Program.

**LEGAL ADVICE** | I know that I can talk to my legal advisor about this Agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and negotiate the provisions of this Agreement. I am freely and voluntarily signing this Agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by law.

## Before Signing. Carefully Read This Entire Agreement

**Note from COPA:** If an accident were to occur, you and the young person (by signing this Agreement) would be giving up legal rights and incurring legal liabilities. If you do not understand anything in this Agreement, you should not sign it and you should talk to your legal advisor.

|  |                                  |
|--|----------------------------------|
| Parent or Guardian's Signature         | Please Print Young Person's Name |
|  | Date                             |
| Please Print Parent or Guardian's Name |                                  |

### Pilot Information (to be completed if the flight occurs outside of a COPA Flight-organized event day)

|              |                       |
|--------------|-----------------------|
| Pilot's name | Membership Number     |
| Date         | Aircraft Registration |

