



GENERAL AND SPECIFIC RELEASE OF LIABILITY

Please read carefully! Signing this document waives your right to make a claim or file a lawsuit

This General and Specific Release of Liability is entered into between Gary Trovinger, the Pilot, and Scatterings, a California corporation, hereinafter jointly referred to as “Provider”, and _____ hereinafter referred to as “Passenger”.

WHEREAS Provider is in the business of owning and operating aircraft and is for hire by individuals who desire to engage Provider’s services and equipment to scatter cremated remains; and

WHEREAS Provider hereby discloses to Passenger that Provider is not a carrier of passengers and does not operate the aircraft under the strict rules, regulations and guidelines promulgated by the Federal Aviation Administration (FAA); and

WHEREAS Provider does not carry insurance coverage for bodily injury, death or property damage; and

WHEREAS Passenger desires to accompany Provider during flight at the time of scattering at its own risk; and

WHEREAS a material condition for being allowed to accompany Provider during the scattering Passenger has agreed to release Provider from any and all liability in connection with Provider’s scattering services including Passenger’s safety during flight and Passenger acknowledges, understands and accepts the following disclosed risks which may result in his/her death, dismemberment or other personal injury, and /or property loss or injury to property:



P.O. Box 490 • Los Gatos • California 95031-0490
www.scatteringsbyair.com 408•858•1205

ASSUMED RISKS

1. Passenger acknowledges that flying, regardless of all reasonable safety measures employed by Provider, can be hazardous
2. Weather conditions may contribute to conditions beyond the control of the Provider, including gusting winds, rain, unstable air conditions, wind shear, downdrafts, and turbulence.
3. The aircraft including all systems may be faulty causing the hydraulic system, electrical systems, engine system, exhaust system, ignition system, avionics, navigational systems, propeller systems, landing gear, brake system, tires, and/or structural failure to occur during take off and landing and during flight.
4. Fuel may be contaminated, or the fuel used may have an octane deficiency, causing engine failure during take off and landing and during flight.
5. Collisions with objects, birds, other aircraft, high power electrical lines, other man-made objects, mountainous terrain, and other unforeseen dangerous conditions may result in an accident during take off and landing and during flight.
6. The weight and balance condition of the aircraft, including the gross weight loading and center of gravity limits may exceed the limitations specified by the aircraft manufacturer which may result in an accident on takeoff and landing or during flight.
7. Pilot error and/or miss and/or malfeasance which may ultimately be deemed to be willful and wonton negligence or general negligence may occur during take off and landing and during flight.
8. Improper maintenance of the aircraft by the Provider and/or third party independent contractors may result in aircraft failure during take off and landing and during flight.
9. Runway conditions whether due to foreseeable or unforeseeable dangerous conditions may affect take off and landings creating a dangerous condition which results in an accident.
10. Air traffic control information to Provider during take off and landing and during flight may be faulty resulting in air collisions and/or accident.
11. Passengers own physical and/or mental condition which interferes with the safe operation of the aircraft during take off and landing and during flight may create an unsafe situation which cannot be avoided by Provider and which may result in accident or injury to the aircraft and passengers.



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Provider has the sole discretion to cancel any flight or to prohibit any passenger from boarding the aircraft because of circumstances which Provider believes may create a dangerous flying condition.

Passenger at no time may move about in the aircraft, but must remain seated with seat belt fastened at all times and shall promptly obey the instructions of the Provider before, during and after flight to ensure Passenger's safety and the safety of the aircraft. Failure of the Passenger to observe these conditions of flight may result in the termination of the flight by Provider and any time.

Passenger represents that his/her sole purpose for accompanying the Provider during the flight is to view and tacitly participate in the scattering of the cremated remains and for no other purpose.

This General and Specific Release shall be binding upon Passenger's heirs, executors, legal representatives and assigns.

By executing this General and Specific Release Passenger expressly waives its right, including the right of its heirs and assigns, and/or representatives, to file and action in law or equity claims of personal injury, death, dismemberment and/or loss of injury to personal property to Passenger arising out of the flight.

INDEMNIFICATION

Passenger agrees to indemnify and hold harmless Provider for all expenses incurred in the Defense by Provider of the Release including Provider's reasonable attorney's fees and costs.

DECLARATION OF COMPETENCY

The undersign Passenger hereby acknowledges that he/she is over the age of 18 and has read the foregoing General and Specific Release and the Indemnification Clause and that Passenger understands the disclosed risks inherent in the flight, and that based upon this understanding Passenger is agreeing to waive forever any claims against Provider by executing the Release and as further agreed to indemnify Provider should any claim be brought against Provider for Passenger's bodily injury and/or death arising out of Passenger's participation in the scattering flight.

Passenger agrees to provide identification suitable to Provider at the time this Release is executed.

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In witness whereof the parties hereto have executed this agreement on the date provided:

Date: _____

Signature

(print name)

street address

city state zip
Ph # _____
Drivers License #: _____
Other I.D.: _____

SCATTERINGS

Gary Trovinger, on behalf of himself
individually, and as President of
SCATTERINGS, a California Corporation.

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