

ASSUMPTION OF RISK AND RELEASE

Hunter and his/her heirs and assigns (hereinafter hunter) hereby acknowledge that 40-Mile Air, LTD. and their employees (hereinafter 40-Mile) have liability coverage only in the amount of \$300,000 per person. Hunter assumes the risk that he may suffer personal injury, death, disfigurement, economic loss, non-economic loss, loss of consortium, loss of employment income, or other injuries/losses of any nature in an aircraft crash or aircraft accident through the negligence of 40-Mile personnel/pilots/mechanics and that hunter's damages suffered there from would be in excess of \$300,000. Hunter assumes the risk of negligent action on behalf of 40-Mile and agrees to defend and indemnify 40-Mile from any claim for damages hunter may suffer in excess of the available insurance coverage and releases 40-Mile from all claims in excess of available insurance, as set forth below.

Hunter acknowledges that boarding and flying in aircraft entails the risk that the aircraft may be negligently maintained, repaired, flown or handled by 40-Mile. Hunter releases 40-Mile from any and all damages hunter may suffer from any negligent act or omission of 40-Mile, including but not limited to personal injury, death, disfigurement, economic loss, non-economic loss, loss of consortium, mental anguish, loss of employment income, or any other damage or loss of any nature to the extent those damages are in excess of the available insurance coverage set for the above. For example, hunter acknowledges that should a pilot of 40-Mile negligently attempt to land on an unsafe landing strip with a resulting crash and injury/death to hunter, hunter's recovery from 40-Mile would be limited to the available insurance even if hunter had damages/losses of 2 million dollars and regardless of the nature or extent of the injury suffered by the hunter.

By signing below, hunter represents and warrants that he has read and understands this agreement and voluntarily accepts the terms and limitations contained herein.

WARNING: By signing this release you are giving up valuable legal rights. Do not sign this release if you do not understand and agree with the terms and limitations on your rights to recover damages as set forth in this agreement.

Dated: _____

Hunter: _____
