

## Release of all Claims and Hold Harmless Agreement

This agreement, hereinafter "Agreement", is entered into between the Releasor/s and Releasee/s. Releasor/s are those persons whose names appear below who are signing on behalf of themselves, their estates, their successors, survivors, and heirs. Releasee/s are those persons, associations and entities released and indemnified by this Agreement. Consideration for this agreement is acknowledged by Releasor/s and consists, in part, in being granted the opportunity to participate in the activities offered by Releasee/s.

This Agreement is binding upon Releasor/s, their estate, successors, survivors and heirs, without any exclusion or limitation whatsoever. Releasee/s include, but is not limited to, B-81 LLC, including all members thereof, John W Pletcher III, Peggy M. Pletcher, the Pletcher Family Trust, Burke Mees, and any person, corporation or entity not specifically named herein as a Releasee/s, who may be, or become, liable as a result of any accident, incident or event which causes bodily injury, death, property damage, or loss to the Releasor/s, or the estate, successors, survivors or heirs of Releasor/s as a result of flight activities, preflight preparations, fueling operations, preflight checks or reviews, check rides, post flight activities or any other activities related to, incidental to or associated with the Releasee/s.

Releasor/s further recognize and agree that this release is a perpetual non-revocable and continuous release of all claims from any claims demands, causes of action of any nature whatsoever for injuries, bodily injury, wrongful death, property damage or any other loss or damages whatsoever arising out of or in any way related to or arising out of any and all activities occurring at any time hereafter related to an aircraft described as Grumman Goose, Serial Number B-81, N703, owned by B- 81 LLC.

Releasor/s agree that flight, flight activities, flight instruction and related activities are inherently dangerous and agree that the aircraft owned by B-81 LLC, Grumman Goose N703, the B-81 aircraft, is essentially a flying museum. Releasor/s further understand and acknowledge that the B-81 aircraft activities, including without limitation, flying in the B-81 aircraft, is a purely recreational and non-commercial activity. The B-81LLC aircraft is a vintage aircraft that is a

design, type, kind or

(Initials of Releasor/s)\_\_\_\_\_

character built in the period approximately 1925 through 1946. Flying in the B-81 LLC aircraft is an inherently dangerous and hazardous activity, and Releasor/s accept the risks and hazards of the same, including without limitation all risks of loss including but not limited to property damage, bodily injury or death.

Releasor/s covenant and agree without exception or limitation whatsoever for themselves and their heirs, successors, and estates not to commence, allow to be commenced, or participate in any manner in any claims, demands, actions, or lawsuits against any persons, corporations, or entities, whether or not named herein as Releasee/s as a result of or arising out of the participation by Releasor/s in the activities offered by B-81LLC.

Releasor/s agree for and on behalf of themselves, their estates their heirs, their successors, their survivors to hold harmless, defend, and indemnify Releasee/s from any loss, claim, demand, lawsuit or judgment arising out of or in any way related to the dealings between Releasor/s and Releasee/s brought by any person, corporation or entity whatsoever as a result of the activities involved in the furnishing of the Grumman Goose aircraft N703, instructional or related activities.

Releasor/s are aware of Alaska Statute 09.65.112. It is the intention of this agreement that in the event that this release agreement is held invalid or unenforceable to any extent whatsoever, monetary recovery for any such losses of Releasors or the estate or heirs of Releasor/s against any Releasee/s will be strictly limited to any valid and collectable liability insurance policy limits in force and effect as described in AS 09.65.112(b)(A).

Despite the Releasee/s being compensated for the use of the aircraft and for instruction in its operation, Releasor/s agree that the aircraft is not being used, together with the instruction or otherwise, for “commercial purposes”, or as a “common carrier”; nor is the aircraft being demonstrated to a “prospective buyer” as those terms are used in AS 09.65.112. The intention of those parties to this agreement is that Releasee/s enjoy the full and complete benefits, protections and limitations of liability of AS 09.65.112, even though the services provided to releasor/s by releasee/s may be later determined to not qualify for the limitations of liability provided by that statute in

AS09.65.112(b)(1). Should this Agreement be determined to be invalid in whole or in part at any time, Releasor/s agree that Releasee/s nevertheless will be accorded the full and complete protection of AS 09.65.112 insofar as that statute limits recovery to the limits of any valid and collectible insurance.

Initials of Releasor/s\_\_\_\_\_

Releasor/s understand that life insurance coverage for Releasor/s and higher limits of liability coverage for the Releasee/s and therefore benefits to the Releasor/s are available at additional expense to Releasor/s. Releasor/s have the option to purchase those coverages for the protection of Releasor/s, including their estate, successors, survivors and heirs, as well a higher limits of liability insurance coverage for their benefit, and for the protection of Releasee/s. Should Releasor/s fail to obtain any such coverages, they therefore accept the limitations of any valid and collectable liability or other insurance which may provide coverage, indemnity or benefits protecting Releasee/s against the losses, claims, demands and judgments released herein. Should Releasor/s fail to place any additional coverages necessary to compensate for any losses which may occur Releasor/s release and hold harmless Releasee/s from any and all losses sustained to Releasor/s in excess of those limits of liability coverage actually carried by Releasee/s.

Releasor/s covenant and agree that they will purchase at their own expense any and all life and other insurance which is necessary to compensate themselves, their estate, successors, survivors and heirs for any and all potential losses sustained in the event of injury or death as a result of participation in the instructional and other programs offered by B-81-LLC. Releasor/s agree to name Releasee/s as third-party beneficiaries of any and all insurance policies purchased for that purpose. Any failure on the part of Releasor/s to purchase or secure such insurance coverage will operate to totally and entirely offset any loss, claim, demand or judgment in favor of the Releasor/s or their estate, successors, survivors and heirs which may result from bodily injury, death, or damages whatsoever arising or resulting from the activities of flight instruction, or related activities provided or offered by Releasee/s.

All ambiguities in this agreement are to be determined in favor of the Releasee/s and to give full, complete, and plenary effect to the intention of the parties to this agreement that the Releasee/s be released and exonerated fully and completely from any and all liability for any losses whatsoever of any

nature arising out of, or connected in any manner with, services provided to the Releasor/s by Releasee/s at any time.

This Agreement is the parties' entire agreement on the matters treated or considered herein, superseding all previous negotiations or agreements. This agreement may not be amended, revoked, or modified by any oral representation or agreement whatsoever.

Initials of Releasor/s\_\_\_\_\_

This perpetual continuous irrevocable Agreement applies to any and all activities and operations participated in by Releasee/s relative to the B-8LLC aircraft on and after the date of execution of this document, without exclusion or limitation whatsoever.

In the event that any provision of this Agreement is held to be unenforceable in whole or in part, the remaining portions of this agreement are agreed to be fully in force and effect.

In the event of any dispute under this agreement or otherwise, the law of the state of Alaska shall be applied. Any action, lawsuit or claim must be made within the Superior Court Third Judicial District, State of Alaska.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Releasor\_\_\_\_\_ Witness\_\_\_\_\_

Releasor\_\_\_\_\_ Witness\_\_\_\_\_