



22693 Hesperian Blvd, Suite 220 Hayward, CA 94541 (510) 887-7686

NEW PILOT APPLICATION - Please print or type legibly

Name _____ Home Phone _____
Street _____ Bus Phone _____
City, State, ZIP _____ Cell Phone _____
Employed by _____ Bus Address _____
Email _____
Date of birth _____ Drivers License # _____
How did you hear about California Airways? _____

For Rated Pilots Only:

Medical Class () First () Second () Third Date Issued _____ Last BFR Date _____

Pilot Certificates Held _____

Category and Class of Ratings (as printed on your certificate)

_____ CFI expiration _____

Have you ever had an occurrence, incident, or accident while operating an aircraft? _____
If yes, please explain the nature of the event, when and where it occurred, the type of aircraft involved, and whether time was logged as dual or pilot-in-command:

List aircraft you've flown and approximate number of hours in each:

I agree to pay all damages to any aircraft dispatched to me belonging to or managed by California Airways, LLC in the case of an incident or accident, whether in the air or on the ground when it is caused by me (moving or non-moving). Minimum non-owned coverage amounts are \$20,000 for all aircraft.

Please initial both: _____ I have read, understand, and agree to California Airways, LLC's insurance clause.

_____ I have received a copy of California Airways, LLC's club rules and procedures.

I have read and understand the conditions of the rental contract and agree to comply with the rules, regulations, and bylaws set forth by California Airways, LLC and the FAA.

Signature _____ Date _____

Entered by _____ Date _____

Waiver, Release of Liability, and Assumption of Risk

In consideration of California Airways, LLC permitting me to participate in flying and/or flight training activities in an airplane owned or operated by California Airways, LLC ("the Flight Activities") I, the undersigned, hereby acknowledge, represent and agree as follows:

1. Assumption of Risk. I am aware that there are inherent risks in participation in aviation activities and flight training, and that such activities can be hazardous and do involve certain risks of personal injury, death and property damage that cannot be completely eliminated, including those associated with (a) the piloting and operation of the aircraft, and (b) the aircraft itself. Specifically, I am aware that such risks include, without limitation, (i) physical stress and other physiological effects to occupants, and (ii) crashes or collisions (on the ground and in the air) caused by loss of control of the aircraft, bad weather, engine or airframe failure, running out of fuel, pilot error or incapacitation. I am, nevertheless, voluntarily participating in the Flight Activities with knowledge of the risks involved, and voluntarily assume full responsibility for any loss, property damage or personal injury, including death, that may be sustained by me, or loss or damage to property owned by me, as a result of my participation in the Flight Activities.

2. Duties of Pilots and Passengers. I acknowledge and agree that pilots and passengers have duty to exercise good judgment and act in a responsible manner while using the aircraft, and to obey all club rules and procedures, along with any oral and written warnings, both prior to and during use of the aircraft.

3. Waiver and Release. I, agree, on behalf of myself and my heirs, estates, spouse, assigns, guardians, executors, or personal or legal representatives (collectively "the Releasers"), that I shall not make any claim or assert any cause of action against California Airways, LLC, its officers, directors, shareholders, instructors, agents, contractors, employees, successors and assigns (collectively, "the Releasees"), and that the Releasees shall not be liable for my death or injury to my person, or for any loss for damage to my property caused in any manner whatsoever, whether attributable to the negligence of the Releasees, or for any other reason (other than the Releasees' gross negligence or willful misconduct), occurring during the time that I am in, entering or alighting from an aircraft under the control of or owned by the Releasees, or otherwise pertaining to my participation in the Flight Activities. I hereby release the Releasees from liability for any and all such claims and causes of action which the Releasers or any of them now have or may hereafter have, whether known or unknown, arising from or related to my participation in the Flight Activities. I fully understand and acknowledge that I have rights under California Civil Code section 1542, which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

I hereby expressly waive, on behalf of myself and the Releasers any and all rights conferred under such Section 1542, as well as any similar law of any local, state or territory of the United States.

4. Indemnification. I warrant, represent and agree that I will indemnify, defend and hold harmless the Releasees, and each of them, for any and all claims, causes of action, damages,

obligations, injuries, illnesses or death brought by any of the Releasors or any third party arising out of or in any way related to my participation in the Flight Activities.

5. General Provisions. This waiver, release of liability and assumption of risk agreement shall be governed by and construed under the laws of the State of California. I understand, acknowledge and agree that all the terms and conditions of this waiver, release of liability and assumption of risk agreement are binding on me and the Releasors, and are intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of these terms or conditions are held invalid, I agree, accept and understand that the balance shall, notwithstanding, continue in full legal force and effect. If any suit or action or other proceeding is commenced to enforce or interpret any of the terms or provisions of this agreement, the prevailing party in such suit or action or other proceeding shall be entitled to an award of reasonable attorney's fees and costs incurred.

6. Knowing and Voluntary Execution. I have carefully read and understand this waiver, release of liability and assumption of risk agreement, and sign it of my own free will. No oral representations, promises or inducements apart from the foregoing written instrument have been made to induce me to release the Releasees from liability for any claims. I also certify that I have no reason to believe that I have any physical or mental limitations which prevent me from safely participating in the Flight Activities, and am legally competent to agree and capable of agreeing to all the terms and conditions contained herein on my own behalf and that of the other Releasors without any requisite authority or approval first having been obtained from, through or by any other person, trust or entity. I certify that I am over the age of 18, unless my parent or legal guardian has also signed below.

Name (Print)	Signature	Date
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If participant is under 18 years old: I certify that I am the above minor's parent or legal guardian, and that I have carefully read and understand this document in its entirety.

Parent or Guardian Name	Signature	Date
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