



# Flagship Detroit Foundation

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## MINOR HOLD HARMLESS

WHEREAS, \_\_\_\_\_ a minor, desires to participate in Flagship Detroit Foundation activities and/or fly in aircraft owned and/or operated by the Flagship Detroit Foundation (hereinafter collectively "the FDF") as a passenger; and I/ we, the undersigned, the parents and/or legal guardian(s) of said minor be allowed to do so and are executing this release for the purpose of permitting such activity by said minor.

It is understood and agreed that wherever the words "I" or "my" or other first person, singular pronouns are used below, such terms shall include the minor on whose behalf this release is executed AND the parents and/or legal guardians of said minor, whether specifically named or not, and wherever our initials or signatures appear on this release, the same are signed by us for ourselves individually and as parents and/or legal guardian(s) of said minor.

\_\_\_\_\_ **INITIALS** (parent and/or legal guardian)

I understand and acknowledge that my participation in any FDF activity and flight on the FDF aircraft is purely voluntary. I have not received, nor will I ever receive, any compensation of any nature whatsoever for my participation in any FDF activity or flight on any FDF aircraft.

I further understand and acknowledge that FDF activities, including without limitation, flying in an FDF aircraft, is a purely recreational activity. The Flagship Detroit is a vintage aircraft built in 1937, and is more than 80 years old. Flying in vintage aircraft is an inherently dangerous and hazardous activity, and I accept the risks and hazards of the same, including without limitations the risks of personal injury or death.

\_\_\_\_\_ **INITIALS** (parent and/or legal guardian)

I further understand and acknowledge that but for my voluntary execution of this release of liability, the FDF would not allow me to participate in FDF activities or fly onboard Flagship Detroit in any capacity.

Accordingly, I do hereby, for myself, my heirs, executors, administrators and assigns, **RELEASE, ACQUIT AND FOREVER DISCHARGE AND HOLD HARMLESS** the Flagship Detroit Foundation, its administrators, officers, agents, employees, related organizations and members, whether acting in an official capacity on behalf of the parties hereby released or individually, from any and all claims, demands and causes of action of any nature whatsoever, whether in contract or in tort or under any other legal theory, arising out of or in any way related to my participating in FDF air show activities and/or flight in any FDF aircraft.

\_\_\_\_\_ **INITIALS** (parent and/or legal guardian)



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FDF HOLD HARMLESS AGREEMENT #2 (MINORS)

I recognize and agree that this release is a release of the Flagship Detroit Foundation, its administrators, officers, related organizations and members, whether acting in an official capacity on behalf of the parties hereby released or individually, from any and all claims, demands and causes of action of any nature whatsoever arising out of FDF's sole and/or comparative negligence, including any future sole and/or comparative negligence of FDF. I further recognize and agree that this release is a release of the FDF from any claims, demands and causes of action of any nature whatsoever arising out of any malfunction, design defect and/or manufacturing defect in any equipment or tangible personal property owned by FDF.

In the event any suit is brought against the FDF by me or anyone acting by, through or under me, including without limitation my heirs, executors and/or statutory beneficiaries for claims arising out of any injuries or damages suffered by me, including without limitation, death, as a result of my participation in any activity that is the subject of this release, including without limitation flight in FDF aircraft, I hereby agree, for myself, my heirs, executors, administrators and assigns, to INDEMNIFY, DEFEND AND HOLD HARMLESS the Flagship Detroit Foundation, its agents, related organizations and members from any and all liability for any sums which might be payable to anyone by reason of said injuries, damages, and/or death and for the costs, including without limitation attorney's fees incurred by the FDF in defense of such lawsuit.

**I SPECIFICALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FDF FROM ANY LIABILITY WHATSOEVER ARISING OUT OF FDF'S SOLE AND/OR COMPARATIVE NEGLIGENCE.**

I have read this release and fully understand its contents. No representation has been made to me by the FDF or anyone acting on its behalf to induce me to sign this release except as stated herein. The release contains all of the representations that have been made to me regarding the FDF's responsibility for injuries and/or death that I may suffer as a result of my participation in the activities covered by this release and/or flight in Flagship Detroit. No other agreement regarding matters covered herein exists between me and the FDF or anyone acting or purporting to act on behalf of FDF except as is stated in this release. I fully recognize that by signing this release, I am releasing the FDF, and it is my intent to release the FDF, from any and all liability that may arise out of any injury and/or death that I may suffer while engaged in FDF activities or flying in FDF aircraft.

\_\_\_\_\_  
PARTICIPANT SIGNATURE / DATE

\_\_\_\_\_  
PARENT/LEGAL GUARDIAN / DATE

PARENT/LEGAL GUARDIAN/ Printed name \_\_\_\_\_

In case of an emergency, please contact:

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**Flagship Detroit Foundation is not affiliated with AMR Corporation - American Airlines, Inc. in any way.**