



VALIANT AIR COMMAND

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Titusville, Florida

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VOLUNTEER APPLICATION (Please check one or both) ☐ **AIRSHOW** ☐ **OTHER**

NAME: _____

TITLE: ☐ Mr. ☐ Mrs. ☐ Ms. ☐ Other: _____ Nickname: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phones (where I can be called): Home _____ Cell _____ Work _____

Email address: _____

Gender: _____ Date of birth _____

Age range: ☐ 16-21 ☐ 22-40 ☐ 41-62 ☐ 63-79 ☐ 80 and above

Are you a Veteran? ☐ Yes ☐ No T-shirt size: _____

We have a need for volunteers in a variety of positions relating to aviation, administration, food service, air show support, etc. Please list relevant prior experience, qualifications, certifications currently held (military, aviation, career, volunteer, etc.):

My availability is from (MM/DD) _____ to (MM/DD) _____

Circle those that apply: Sun Mon Tue Wed Thu Fri Sat ☐ AM ☐ PM

Assignment Preference: _____

(Signature) I agree to sign a Volunteer and Hold Harmless Agreement on my first day of service.

VALIANT AIR COMMAND, INC.

VOLUNTEER AND/OR INDIVIDUAL AIR RIDE AND/OR PARTICIPANT AGREEMENT

IMPORTANT READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

I, _____ (PRINT NAME) desire to participate in all Valiant Air Command, Inc. volunteer activities including flight in any aircraft as a passenger and/or air show activities and/or fly in any air show aircraft as a pilot, co-pilot, crew member or passenger. I understand and acknowledge that my participation as a volunteer or passenger or individual air ride participant in any aircraft or air show activity, and flight in any air show aircraft as a pilot, co-pilot, crew member or passenger, is purely voluntary and I have made the decision to participate of my own free will. I further understand and acknowledge that, but for my voluntary execution of this agreement, the Valiant Air Command, Inc. would not allow me to participate in any volunteer or air show activities, and/or fly in any aircraft and/or air show aircraft, in any capacity. In consideration of Valiant Air Command, Inc. (hereinafter referred to as "Corporation") allowing me the privilege of participating in volunteer or air show activities and/or flying in air show aircraft (hereinafter collectively referred to as "participation in all volunteer activities" or as a passenger or individual air ride participant), I agree as follows:

1. REPRESENTATIONS, WARRANTIES AND ASSUMPTION OF RISK. I freely and voluntarily choose to assume all the risks inherent in participation in all volunteer and airshow activities, including but not limited to risks of the negligent conduct of others, equipment or aircraft malfunction, and improper or negligent operation of aircraft.

2. EXEMPTION AND RELEASE FROM LIABILITY. I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives hereby EXEMPT, RELEASE, ACQUIT, FOREVER DISCHARGE AND HOLD HARMLESS the Corporation, its officers, directors, agents, representatives, servants, employees, members, successors, and assigns, whether acting on behalf of the Corporation or individually, from any and all liability, claims, demands and causes of action of every nature whatsoever, whether in contract or in tort or under any other legal theory, arising out of my participation in all volunteer and air show activities.

3. COVENANT NOT TO SUE. I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives agree never to institute any lawsuit of any nature, any action at law, or otherwise against the Corporation, its officers, directors, agents, representatives, servants, employees, members, pilot, co-pilot, volunteers, successors, and/or assigns, nor to initiate or assist the prosecution of any claim for damages or any cause of action which I, my heirs, next of kin, assigns, executors, administrators, guardians, and/or legal representatives hereafter may have by reason of death or injury to my person or damage to my property arising out of my participation in all volunteer or air show activities or flying activities. Should any lawsuit or action at law or otherwise be instituted in violation of this Agreement, I, on behalf of myself, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives, agree that the Corporation, their officers, directors, agents, representatives, servants, employees, members, pilot, co-pilot, successors, and assigns, shall be entitled to recover, in addition to any other damages which may be incurred, all attorney's fees and costs incurred in the defense of such action, including appellate proceedings.

4. INDEMNITY AGAINST CLAIMS. I, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives agree to indemnify, defend, save and hold harmless the Corporation, its officers, directors, agents, representatives, servants, employees, members, pilot, co-pilot, volunteers, successors, and/or assigns with regard to any and all losses, claims, actions, and proceedings of every nature whatsoever which may be presented or initiated by any person or entity, arising directly or indirectly out of my participation in all volunteer or air show activities or flying activities.

5. WAIVER OF JURY TRIAL/APPLICABLE LAW/VENUE/JURISDICTION. I agree that the law of the State of Florida shall apply to all issues arising out of this Agreement, including but not limited to the construction, interpretation, and validity of this Agreement and that Florida law shall govern any dispute between me (including my

heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives) and the Corporation (including its officers, directors, agents, representatives, servants, employees, members, pilot, co-pilot, volunteers, successors, and/or assigns), arising out of my participation in all volunteer or air show activities. In the event of any litigation arising out of this Agreement and/or my participation in all volunteer or air show or flying activities, I waive my right to a jury trial, and I agree that such litigation shall be brought in the Circuit or County Court of Brevard County, Florida. By signing this Agreement I, on behalf of myself, my heirs, next of kin, assigns, executors, administrators, guardians, and legal representatives, submit to the jurisdiction of the Circuit and County Court of Brevard County, Florida.

6. HEADINGS. I agree that the headings and sub-headings used throughout this Agreement are for convenience only and have no significance in the interpretation of this Agreement.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF FLORIDA, AND THAT IF ANY PORTION HEREOF IS JUDICIALLY DETERMINED TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL ITS TERMS AND PROVISIONS.

NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE TO ME.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM RELEASING VALIANT AIR COMMAND, INC., CITY OF TITUSVILLE, COUNTY OF BREVARD AND TITUSVILLE-COCOA AIRPORT AUTHORITY, PILOT, COPILOT, ITS MEMBERS OR VOLUNTEERS FROM ANY AND ALL LIABILITY THAT MAY ARISE OUT OF INJURY OR DEATH THAT I MAY SUFFER AS A PARTICIPANT IN ANY VOLUNTEER OR AIRSHOW ACTIVITIES, FLYING ACTIVITIES, AND/OR FLIGHT IN AIRSHOW AIRCRAFT AS A PILOT, CO-PILOT, CREW MEMBER OR PASSENGER.

Date: _____ Signature: _____
Must be signed in front of VAC STEM Staff member

In case of emergency, please contact:

(PRINT NAME) _____ (Telephone) _____

VAC STEM Staff member: Name _____ Signature _____

COMPLETE IF THE APPLICANT IS A MINOR

Printed Name of Responsible Parent / Guardian: _____

Signature of Responsible Parent / Guardian: _____ Date: _____
Must be signed in front of VAC STEM Staff member

VAC STEM Staff member: Name _____ Signature _____

Valiant Air Command, Inc. STEM Program, 6600 Tico Road, Titusville, Florida 32780

NOTE: THIS AGREEMENT IS IN PERPETUITY, UNLESS MODIFIED BY THE VALIANT AIR COMMAND, INC. TO MEET THE REQUIREMENTS OF FLORIDA LAW.