

New Mexico Pilots Association

**Covenant Not to Sue, Liability Release, and Assumption of Risk Agreement**

Participant's Name:

Pilot Certificate #:  
(as applicable)

I, \_\_\_\_\_, hereby affirm that I am aware that flying and activities associated with flying have inherent and unforeseeable risks which may result in serious injury or death. I understand that NMPA is a nonprofit organization, consisting of volunteers, supporting public service and educational events in partnership with other aviation groups. I further understand and agree that neither the New Mexico Pilots Association (NMPA), participating members, pilots, and flight instructors, nor any of their respective officers, agents, partner aviation groups, contractors, or assigns, (hereafter referred to as "Released Parties") may be held liable or responsible in any way for any death or injury to my person, or for any loss for damage to my property, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in flying aircraft, flying in aircraft as pilot or passenger, flight instruction, aircraft operations, ramp operations, back country airstrip operations, or any associated activities involved with any NMPA sponsored event (hereafter referred to as "Flight Activities"), or as a result of the negligence of any party, including the Released Parties, whether passive or active. I further agree not to sue on any such cause or claim.

In consideration of being allowed to participate in NMPA sponsored Flight Activities now and in the future, I hereby personally assume all risks of Flight Activities, whether foreseen or unforeseen, that may befall me while I am participating in these activities. I further release, exempt, indemnify, and hold harmless the Released Parties from any and all liability, including, but not limited to, any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in Flight Activities including both claims arising during any course of training or skills evaluation. It is my intention that this agreement be interpreted and enforced to the maximum extent allowed by New Mexico law.

Every participating pilot must meet FAA requirements for pilot certificate, ratings, currency, meet all medical requirements including holding a current medical certificate (if applicable), and no participating pilot shall hold Released Parties responsible for events resulting from their physical condition, limitations, or incapacitation.

I further state that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

***I understand the terms herein are contractual and not merely recital and that I have signed this document of my own free act and with the knowledge that I hereby waive my legal rights.*** I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision may be severed from this agreement; however the remainder of this agreement shall then be construed as though the unenforceable provision had never been contained therein.

I, \_\_\_\_\_ BY THIS INSTRUMENT AGREE TO INDEMNIFY, EXEMPT AND RELEASE THE NEW MEXICO PILOT'S ASSOCIATION, PARTICIPATING FLIGHT INSTRUCTORS, PILOTS, EVENT SPONSORS, AND ALL RELATED ENTITIES AS DEFINED ABOVE FROM ANY AND ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.**

Participant's Signature(s)

Date

Parent or Guardian's Signature (If Applicable)

Date

Witness Name and Signature

Date