

State of Georgia;
County of Muscogee.

Waiver and Release of Liability

In consideration of the risk of injury while participating in a tour of facilities (the "Activity") owned and operated by the Columbus Airport Commission, and as consideration for the right to participate in the Activity, this Waiver and Release of Liability (the "Agreement") is executed this ____ day of _____, 20____, by (check one):

_____, an individual over the age of eighteen (18) years who is participating in the Activity, on behalf of myself, and all heirs, executors, administrators, successors and assigns or anyone claiming on my behalf (collectively, the "Participant").

_____, the adult parent/guardian of _____, a minor child under the age of eighteen (18) years who is participating in the Activity, on behalf of myself, said child and all heirs, executors, administrators, successors and assigns and anyone claiming on behalf of said child (collectively, the "Participant").

I hereby knowingly and voluntarily enter into this Agreement and waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the Activity; and do hereby release and forever discharge the Columbus Airport Commission, its members, agents, servants, employees, volunteers, successors and assigns (collectively, the "Commission"), located at 3250 West Britt David Rd., Columbus, Muscogee County, Georgia, from any injury to the Participant, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that may be suffered as a direct result of participation in the aforementioned Activity, including while traveling to and from an event related to the Activity.

The Participant is voluntarily participating in the Activity at Participant's own risk. I have been advised that the activity will consist of demonstrations of firefighting equipment and a tour of the general aviation facility, including an aircraft hangar and the ramp area. I have been advised that aircraft will be located on the ramp area and that the Participant may encounter hazardous chemicals such as fuels and/or lubricants as well as be exposed to hazardous noise levels. The Participant assumes all related risks, both known or unknown, of my participation in the Activity, including travel to and from and during the Activity.

I (on behalf of myself, and if a parent or guardian, on behalf of the Participant), hereby grant the Commission non-revocable permission to capture the Participant's image and likeness in photographs, videotapes, motion pictures, recordings, or any other media (collectively "Images"). I acknowledge that the Commission will own such Images and further grant permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to the Commission's business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by the Commission prior to its use.

I (on behalf of myself, and if a parent or guardian, on behalf of the Participant), agree to indemnify and hold harmless the Commission against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Participant or anyone on Participant's behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by Participant or by anyone acting on Participant's behalf.

I acknowledge that I have carefully read this Agreement and fully understand its contents. I understand and agree that no oral or written representations will alter the contents of this Agreement. I acknowledge that this Agreement will be governed by and construed in accordance with the laws of the State of Georgia (excluding conflict of laws principles).

_____ (L.S.)