

RELEASE OF LIABILITY

(Individual)

IN CONSIDERATION of the Lafayette Airport Commission (“LAC”) allowing me to attend Aviation Fun Day, for myself, and on behalf of my heirs, estate, executors, administrators, legal and personal representatives, successors, and assigns, hereby agree to and make the following contractual representations:

1. **Physical Health.** I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activity; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs and will not be under any such influence at the time of the Activity, which would in any way impair my ability to safely participate in the Activity. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activity.

2. **Release and Indemnification.** I hereby irrevocably and unconditionally release, acquit, discharge, and covenant not to sue LAC, the City of Lafayette, the Parish of Lafayette, and the Lafayette City-Parish Consolidated Government, and their respective elected and appointed officials, employees, volunteers, agents, insurers, assigns, and successors (individually and collectively, the “Released Parties”) with respect to any liability, claim, demand, cause of action, damage, loss or expense (including court costs and reasonable attorney’s fees) of any kind or nature, whether based in contract, tort, strict liability, equity, or any other concept or theory of liability (collectively, “Liability”) which may arise out of, result from, or relate directly or indirectly to my participation in the Activity. To the fullest extent permitted by law, I agree that if, despite this release, I, or anyone on my behalf or claiming through me, makes a claim for Liability against any of the Released Parties that arises out of, results from, or relates to my participation in the Activity, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which may be incurred as the result of such claim.

3. **Assumption of Risk.** I understand and acknowledge the Activity may involve risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease (including but not limited to communicable disease), permanent disability, paralysis and loss of life; loss of or damage to property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect property conditions; inadequate safety measures; situations beyond the immediate control of Released Parties; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (collectively, “Risks”). I understand that these Risks may be caused in whole or in part by my own acts or omissions, acts or omissions of others participating in the Activity, or the acts or omissions of the Released Parties, and I hereby expressly and voluntarily choose to assume all such Risks.

4. **Dispute Resolution.** In the event of a dispute between me and any of the Released Parties, such dispute shall be settled in a court of competent jurisdiction and shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions. I agree that jurisdiction and venue shall be mandatory and exclusive in Lafayette Parish, State of Louisiana and I expressly and irrevocably submit to the jurisdiction of such court for the purposes of any

such action and expressly and irrevocably waive to the fullest extent permitted by law, and agree not to assert, any claim or defense that I am not personally subject to the jurisdiction of such court, that the venue of the suit, action or proceeding is improper, or that the suit, action or proceeding is brought in an inconvenient forum.

5. **Miscellaneous.** This Release of Liability (“Release”) represents the complete understanding between the parties regarding these issues, and no oral representations, statements or inducements have been made apart from this Release. The terms of this Release are contractual and not a mere recital. If any provision of this Release is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions. The headings and captions of this Release are provided for convenience only and are not intended to have effect on the construction or interpretation of this Release.

[Click here to continue registration](#)