

ASSUMPTION OF RISK, RELEASE AND LIABILITY WAIVER

THIS EVENT MAY INVOLVE SERIOUS RISK OF INJURY. I UNDERSTAND THAT BY SIGNING THIS FORM, I AM GIVING UP THE RIGHT TO SUE IF I SUFFER INJURY OR DAMAGE WHILE PARTICIPATING IN THIS EVENT.

As lawful consideration for being permitted by Sport Air Racing Council Corp dba SkyFiesta of Las Cruces "SARC" and the City of Las Cruces "City" and/or any of its affiliated entities (collectively, "SARC/CITY") to participate in and/or attend ("Participate") any or all of the events known as the **SkyFiesta Air Race and Airshow October 14 - 18, 2026** (together with all ancillary and related activities including without limitation briefings, instruction, training, and practice, the "Event"), I agree to this Assumption of Risk, Release and Liability Waiver ("Release") as follows:

1. I Understand the Risk Involved in Participating in or Providing Services at the Event.

I understand that the activities involved in the Event, whether as a participant, performer, contractor, volunteer, or service provider, may be physically and mentally intense and take place in a dynamic aviation environment. I understand that participation in, working at, or providing services for the Event involves risks and dangers which include, without limitation, the potential for SERIOUS BODILY INJURY, illness, emotional trauma, temporary or permanent disability, PARALYSIS, AND DEATH ("Injuries"); loss or damage to property or reputation; exposure to extreme conditions; contact or collision in the air or on the ground with aircraft, vehicles, equipment, participants, spectators, or other objects; jet blast, prop wash, fire, fuel hazards, noise, crowd movement, equipment failure, inadequate safety measures, participants of varying skill levels, weather conditions, airport surface hazards, and situations beyond the immediate control of SARC, the City, or Event organizers ("Risks").

I understand that these Risks and Injuries may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in or working at the Event, SARC, the City, Event organizers, contractors, volunteers, or other third persons, including the negligence of the Released Parties defined below.

I represent that I can perform the duties I have undertaken and will comply with all safety instructions issued by Event management, the Air Boss, airport authorities, and public safety officials.

2. Nature of Participation

- a. **For Air Racers**, I understand and acknowledge that my participation in the Event is purely for recreational purposes but in accordance with FAA requirements, and is not undertaken in furtherance of any business, commercial, or professional purpose. I understand that the activities involved in the Event are physically and mentally intense. I represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me in any of such activities. I am sufficiently trained and experienced enough to understand the risks involved in the Event.
- b. **For Airshow Performers**, I understand and acknowledge that my participation in the Event is as a paid performer knowledgeable of FAA and ICAS standards and requirements. I understand that the activities involved in the Event are physically and mentally intense. I represent that I am physically fit, in good health, and have no physical or mental problems which would hinder me in any of such activities. I am sufficiently trained and experienced enough to understand the risks involved in the Event.
- c. **For the Air Boss and Race Director**, I understand and acknowledge that my participation in the Event is in my professional capacity as the FAA-authorized Air Boss responsible for airshow and air racing (if applicable) operational control and aviation safety oversight within the designated show area, and

that such participation may be compensated and conducted in accordance with applicable FAA regulations, waivers, and airshow industry standards.

- d. **For Airshow Announcers**, I understand and acknowledge that my participation in the Event is in my professional capacity as an announcer providing public address commentary and related services, and that such participation may be compensated. I further acknowledge that my role does not include operational control over aircraft or airshow safety decisions and that I am responsible for conducting my duties in accordance with applicable safety directives issued by the Air Boss and Event management.
- e. **For Ramp Marshals and Aircraft Ground Handling Personnel**, I understand and acknowledge that my duties may involve directing or working near moving aircraft and that such activities involve significant inherent risks. I affirm that I will follow all established ramp safety procedures and the direct authority of the Air Boss, Airport Operations and designated Event safety personnel.
- f. **For Ground Operations Personnel (Paid or Volunteer)**, I understand and acknowledge that my participation in the Event involves ground-based operational, logistical, technical, or support duties that may place me in proximity to aircraft operations, vehicular traffic, heavy equipment, staging infrastructure, or large public crowds. I acknowledge that I may be compensated or may serve as a volunteer. I understand that I am required to follow all safety instructions issued by Event management, the Air Boss, Airport authorities, and public safety officials, and that failure to do so may result in removal from duty.

3. I Assume the Risks and Potential for Injuries by Participating in the Event.

I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE TO PARTICIPATE IN, WORK AT, OR PROVIDE SERVICES FOR THE EVENT AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, from any cause including, without limitation, negligence, gross negligence, defective products, unknown obstacles, equipment malfunction, inadequate training of my own or others, failure to supervise and failure to warn of potential risks, and I hereby expressly assume all such Risks and responsibility for any Injuries, damages, liabilities, losses or expenses which I incur as a result of my participation in the Event.

4. I Assume Responsibility for My Own Conduct.

I acknowledge and understand that it is my sole responsibility to remain informed, current, and aware of all information applicable to my role at the Event, including aviation safety information, operational procedures, ground safety protocols, and any instructions issued by SARC, the City, the Air Boss, Airport authorities, or public safety officials.

I agree to be familiar with and abide by all rules, regulations, standards of conduct, FAA requirements, Certificates of Waiver or Authorization, safety briefings, operational directives, and other instructions established for the Event or otherwise communicated to participants, performers, contractors, or volunteers.

If I am acting in an aviation capacity, I acknowledge sole responsibility for the airworthiness, condition, and adequacy of my aircraft and related equipment. If I am acting in a ground-based or support capacity, I acknowledge sole responsibility for the safe and proper use of any equipment, tools, or materials under my control.

I accept sole responsibility for my own conduct and actions while participating in, working at, or providing services for the Event.

5. I Understand SARC/CITY Can Disqualify and/or Restrict My Participation.

I agree at all times during the Event and during any Event-related activities to conduct myself in accordance with all applicable governing documents, rules, regulations, safety directives, standards of conduct, FAA requirements (if applicable), and generally accepted standards of professional and social behavior.

I understand and agree that SARC/CITY, the Air Boss (with respect to aviation operations), Airport authorities, or designated public safety officials have the right, in their sole discretion, to restrict, suspend, remove, reassign, or terminate my participation in, access to, or performance of duties at the Event or any Event-related activities at any time, including revocation of credentials or access privileges:

- a. if my behavior is disruptive, unsafe, unprofessional, or may cause harm to persons, property, aircraft, equipment, or the reputation of SARC/CITY or the Event;
- b. if my conduct violates any applicable laws, policies, FAA requirements, airport regulations, safety protocols, or Event standards;
- c. if, based on information reasonably available, SARC/CITY determines that my continued involvement presents a safety, operational, reputational, or legal risk; or
- d. for any other lawful reason.

I understand that removal or restriction may occur without prior notice and may result in forfeiture of participation privileges, compensation, prizes, or other benefits, as applicable.

6. Liability Waiver, Release and Agreement Not to Sue.

I, on behalf of myself and each of my spouse, children, parents, guardians, conservators, successors, heirs and assigns, UNCONDITIONALLY AND IRREVOCABLY WAIVE LIABILITY, RELEASE, AGREE NEVER TO SUE, FOREVER DISCHARGE AND RELINQUISH ANY AND ALL RIGHTS, CLAIMS, DEMANDS, SUITS, ACTIONS, LOSSES, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS (collectively, "**Claims**"), that I have now or may incur or have against **SARC/CITY**, their parent, affiliates, contractors, subcontractors, other participants, volunteers, event organizers, elected officials, agents or production companies, landowners/lessors of the Event locations, hosts, sponsors, advertisers, concessionaires, equipment providers, government entities providing permits or oversight, passengers, crew members, safety pilots, check pilots, instructors, evaluators, Event participants and each of their respective owners, officers, shareholders, directors, employees, volunteers and elected officials ("**Released Parties**"), arising from anything that has happened up to now or may hereafter happen related to my participation in, presence at, work at, provision of services for, or involvement in the Event or any Event related activities, regardless of the capacity in which I am acting, including without limitation as a racer, performer, Air Boss, announcer, contractor, volunteer, vendor, or service provider.

This release includes, without limitation, any Claims arising from or related to: (i) the Risks or Injuries described above; (ii) the actions or omissions of any of the Released Parties, other participants, spectators or other third parties; (iii) the inadequacy of any training or supervision; (iv) failure to investigate, keep safe or to warn of hazards known or unknown; (v) any defect in or failure of the operation, installation, manufacture, and/or design of any equipment; (vi) the conditions on or about the Event airport and adjacent premises; (vii) the breach of any implied or express warranty and/or representation of any of the Released Parties; (viii) transportation; (ix) weather conditions; and/or (x) any other operations associated with the Event, whether based on tort (including negligence and gross negligence), contract, strict liability for abnormally dangerous activities, or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, and whether now known or unknown, suspected or unsuspected (collectively, the "**Released Claims**").

7. CALIFORNIA EVENTS OR RESIDENTS: Waiver of Unknown Claims.

I expressly waive whatever benefits I may have under Section 1542 of the California Civil code (and any equivalent applicable law of the State in which this document is signed) which provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR."

8. Indemnification, Hold Harmless, and Defense.

On behalf of myself and each of my successors, heirs, and assigns, I agree to defend, indemnify, and hold harmless each of the Released Parties from and against any and all Released Claims and any and all third-party Claims arising from or in connection with:

- a any breach or alleged breach of this Release; and
- b my participation in, presence at, work at, provision of services for, or involvement in the Event or any Event-related activities, regardless of the capacity in which I am acting, including without limitation as a racer, performer, Air Boss, announcer, contractor, volunteer, vendor, or service provider, including without limitation:
- c any Injuries to me;
- d any Injuries to third parties directly or indirectly arising from my actions or omissions; and
- e any loss of or damage to aircraft, vehicles, equipment, facilities, airport property, personal property, or other real or personal property that I may directly or indirectly cause.

In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorneys' fees, that they incur because of any such claims made against them.

I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, spouse, children, parents, guardian, or conservator will be obligated to respect and enforce them.

9. Consent to Medical Care.

I authorize each of the Released Parties to call for medical care for me or to transport me to a medical facility at my sole expense if medical attention is needed. I also authorize any physician or other medical provider or facility to provide any emergency medical/surgical care. I acknowledge and agree that none of the Released Parties is under any legal obligation to render assistance to me.

10. Nevada Law Applies.

This Release shall be governed by, and construed in accordance with, the laws of the State of Nevada without giving effect to the principles of conflicts or choice of laws.

11. Arbitration.

I unconditionally and irrevocably agree on behalf of myself and each of my successors, heirs, and assigns that, all disputes arising out of or relating to this Release or to the Claims, including without limitation, all claims based in contract or tort, shall be submitted to arbitration and resolved by a single arbitrator in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect. In

addition, all questions regarding the arbitrability of the dispute, including whether I have agreed to arbitrate the dispute, shall be decided by such arbitration. All arbitration shall take place at the JAMS office located in or closest to Reno, NV. I irrevocably and unconditionally consent to personal jurisdiction in Nevada and venue in Washoe County, in any action, including without limitation, petitions to compel arbitration and to enforce that arbitration award, concerning a dispute between the parties or relating to this Release. Judgment on the arbitrator's award shall be final and binding and may be entered into by any competent court.

12. Severability.

This Release will be binding to the fullest extent permitted by law, and will be binding upon each of my heirs, successors and assigns. If any provision of this Release be held to be invalid, illegal or unenforceable, such provision will be curtailed and limited only to the minimum extent necessary to comply with applicable law, and the validity, legality, and enforceability of the remaining provisions of this Release will not in any way be affected or impaired thereby.

I acknowledge that I have read and understand that this Release is an important legal document, and by signing electronically or in writing, I am waiving substantial legal rights I may otherwise have to recover damages for Injuries or losses. I intend for my voluntary signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues, and no oral representations, statements or inducements have been made apart from this Agreement and intend for it to be enforced to the greatest extent allowed by law

Printed Name: _____

Role at Event: _____

Company (if applicable): _____

Address: _____

City/State/Zip: _____

Country: _____

Phone: _____

Email: _____

Signature: _____

Date: _____