

Waiver and Release of Liability

This Waiver and Release of Liability (WAIVER AND RELEASE) is made and entered into by and between Landings Fuel Club, LLC (LANDINGS FUEL CLUB) and _____ (MEMBER) effective _____, 20__.

Witnesseth:

Whereas, LANDINGS FUEL CLUB wishes to provide low cost fuel to MEMBER, and does not purchase products liability insurance to enable it to provide fuel at a low cost; and

Whereas, MEMBER wishes to purchase low cost fuel and agrees to indemnify and hold harmless LANDINGS FUEL CLUB for any and all claims arising out of MEMBER's use of fuel

Now, it is agreed by and between the parties as follows:

In consideration of the risk of property damage, injury and death resulting from the purchase and usage of aviation fuel and as consideration for the right to purchase fuel, MEMBER, hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my purchasing fuel, and do hereby release and forever discharge LANDINGS FUEL CLUB, located at PO Box 17565, Clearwater, Florida 33762, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that MEMBER, pilot, passengers in MEMBER's aircraft or persons or property on the ground may suffer as a direct result of MEMBER purchasing fuel.

MEMBER is voluntarily purchasing fuel and is doing so entirely at its own risk. MEMBER is aware that a pilot in command has ultimate responsibility for the safety, operation and maintenance of their aircraft. It is up to the MEMBER's pilot in command to inspect the fuel that is put into their aircraft and to affirm its quality for usage. MEMBER is aware of the risks associated with contaminated fuel or the use of the wrong fuel, which may include, but are not limited to, property damage, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. MEMBER understands that these injuries or outcomes may arise from its own or others' negligence. Nonetheless, MEMBER assumes all related risks, both known or unknown for use of this fuel

MEMBER agrees to indemnify and hold harmless LANDINGS FUEL CLUB against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by a third party, MEMBER or anyone on MEMBER's behalf, including attorneys' fees and any related costs, if litigation arises pursuant to any claims made by or against MEMBER or by anyone else acting on its behalf. If LANDINGS FUEL CLUB incurs any of these types of expenses, MEMBER agrees to reimburse LANDINGS FUEL CLUB.

MEMBER acknowledges that LANDINGS FUEL CLUB and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity operating on behalf of LANDINGS FUEL CLUB.

MEMBER acknowledges that MEMBER has carefully read this WAIVER AND RELEASE and fully understands that it is a release of liability. MEMBER expressly agrees to release and discharge LANDINGS FUEL CLUB and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and MEMBER agrees to voluntarily give up or waive any right that MEMBER otherwise may have to bring a legal action against LANDINGS FUEL CLUB for personal injury or property damage.

This release is also for negligence on the part of LANDINGS FUEL CLUB, its agents, and employees.

This Agreement was entered into at arm’s length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the MEMBER, who wishes to purchase fuel, and LANDINGS FUEL CLUB agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this WAIVER AND RELEASE shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforce as so limited.

Wherefore, the parties hereto by their respective duly authorized representatives have executed this WAIVER AND RELEASE on the dates hereunder mentioned:

LANDINGS FUEL CLUB, LLC

BY: _____

ITS: _____

DATED: _____

MEMBER: _____

Address: _____

BY: _____

ITS: _____

DATED: _____