

RELEASE OF LIABILITY (“ROL”) AND COVENANT NOT TO SUE

Here is a crazy, not so original idea: walking, riding a bike, driving a car, flying an airplane, and all other activities we participate in our life all have something in common. While they all provide an opportunity to get more out of life and have fun, they all also entail inherent risks. Clearly, while we all anticipate and intend to have a fun and safe event with the Cherokee mass arrival into Oshkosh, any activity associated with the event including training, walking around aircraft, parking aircraft, riding in aircraft, and flying aircraft, have inherent risks such as property damage, injury, and even possibly death. As a result, all participants are required to sign the form “Release of Liability and Covenant Not to Sue” included in the registration packet prior to participating in any Cherokees to Oshkosh activity including training, mini clinics, the mass arrival, etc.

If you have any questions with respect to the language contained in the form, please seek competent advice.

CHEROKEES TO OSHKOSH MASS ARRIVAL
RELEASE OF LIABILITY (“ROL”) AND COVENANT NOT TO SUE

Cherokees to Oshkosh, L.L.C., all organizational committees, their directors, official agents, employees, officers, members, volunteers, participants, and their representatives and officers, as well as all of the above listed entities and individuals, agents, servants, employees, representatives, attorneys, successors and assigns, and any and all other persons, firms, corporations, or entities which might be subject to liability, and all persons connected with Cherokees to Oshkosh events and activities:

In consideration of my being allowed to participate in Cherokees to Oshkosh events and activities, and for other valuable considerations, I, my family, including my spouse and any minors, legal representatives, heirs, executors, trustees, administrators, successors and assigns, hereby release you and each of you, individually and collectively, from any and all claims, damages, liability, or indebtedness of any kind or character, known or unknown, fixed or contingent, whether such claims are based upon negligence, strict liability, breach of warranty, and any other theory of recovery, which I may have or claim to have now or at any time hereafter by reason of my participation in Cherokees to Oshkosh events or activities, regardless of the characteristics of such participation, including any and all injury or damage to personal property. I hereby expressly agree to hold you and each of you harmless from any and all claims by myself or others arising directly or indirectly out of any phase of my participation in such Cherokees to Oshkosh events and activities, including your costs, expenses or attorney’s fees, directly or indirectly arising out of your defense of any specific enumeration therein contained.

I and/or my agents or representatives agree that Cherokees to Oshkosh, L.L.C. has the sole right to take still or motion pictures of all or any part of my participation in Cherokees to Oshkosh events or activities, and further that the right to dispose of such still or motion

pictures, TV film and/or tape, or radio tapes, are retained solely by Cherokees to Oshkosh, L.L.C. All broadcasting and television rights are retained by Cherokees to Oshkosh, L.L.C. It is my understanding that the pilot of each airplane is in full and complete charge and control of said airplane and is responsible for all decisions to be made concerning the same, and all things and persons in or connected with said airplane on the ground or in the air. Officials of Cherokees to Oshkosh may supply information, guidance and data; but I understand that I act or rely on all such information in my own peril and said officials assume no responsibility for the completeness or accuracy of such information.

(Signature)

(Print Name)

(Date)

(Tail Number)